

# *Sheeler Hills*

*Homeowners Association, Inc.*

*Declaration*

*By-Laws*

*Articles of Incorporation*



PREPARED BY  
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Orange Co FL 5318297  
08/11/95 10:12:24am  
OR Bk 4929 Pg 3373  
Rec 82.50

#### DECLARATION

THIS DECLARATION, made on the date hereinafter set forth by LEGACY INVESTMENT CORPORATION, a Florida corporation, hereinafter referred to as "Developer;"

#### WITNESSETH:

WHEREAS, Developer is the owner of certain property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "the Community"); and

WHEREAS, Developer has established a land use plan for the Community and desires to provide for the preservation of the values and amenities hereby established and as may be established for the Community hereafter committed to a land use plan and to this end does hereby subject the Community to use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as SHEELER HILLS HOMEOWNERS ASSOCIATION, INC. to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair, the enforcement of the covenants, restrictions, and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the Community shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

#### ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the SHEELER HILLS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns. Attached hereto and made a part hereof by this reference as Exhibits "B" and "C" is a copy of the Articles of Incorporation and Bylaws, respectively, for the Association.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, or Home, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "The Community" shall mean and refer to that certain real property legally described in Exhibit "A" attached hereto and made a part hereof, and such additional lands that may be subjected to this Declaration by annexation.

Section 5. "Common Open Space" shall mean all real property owned, or to be owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Private Drives" shall mean and refer to that portion of the Common Open Space owned, or to be owned by the Association and used for pedestrian and vehicular access, if any.

Section 7. "Lot" shall mean and refer to those parcels of land

upon which exists or will exist a Home, regardless of whether such parcel(s) of land have been platted or are unplatted. The number of Lots in an unplatted area at any particular time shall be the number of Homes approved by the City of Apopka, Florida for that unplatted area at such time.

Section 8. "City" shall mean and refer to the City of Apopka, Florida.

Section 9. "Home" shall mean a completely constructed detached single family home which is designated and intended for use and occupancy as a residence and which is subject to assessments under this Declaration or any Supplemental Declaration made by the Developer and Builder. Said term includes any interest in land, improvements and other property appurtenant to the Home.

Section 10. "Model Home" shall mean a fully constructed Home, that prior to its sale by Builder or Developer, will be used by Builder or Developer to show prospective purchasers a model of the Home(s) available for purchase.

Section 11. "Developer" shall mean and refer to Legacy Investment Corporation and assigns. An assignment of Developer's rights must be by a written assignment recorded in the Public Records of the County in which the Community is located.

Section 12. "Institutional Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, or any other lender generally recognized as an institutional type lender, or the Developer, holding a first mortgage on a Home.

Section 13. "Common Expenses" means all expenses of any kind or nature whatsoever incurred by the Association, including, but not limited to, the following:

A. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Open Space, or any other property to be maintained by the Association as provided in this Declaration, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.

B. Expenses of obtaining, repairing or replacing personal property in connection with any Common Open Space or the performance of the Association's duties.

C. Expenses incurred in connection with the administration and management of the Association.

D. Expenses declared to be Common Expenses by the provisions of this Declaration, or by the Articles or Bylaws.

Section 14. "Public Areas" shall mean and refer to all lands owned by the State of Florida, County, and city, district or municipality which, to the extent allowed by governmental authority, are to be maintained by the Association.

Section 15. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or re-use water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Section 16. "Builder" shall mean and refer to Leonard

Quality Homes, Inc., a Florida corporation, and their successors and/or assigns.

Section 17. "County" shall mean and refer to Orange County, Florida.

**ARTICLE II**  
**PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Open Space which shall be appurtenant to and shall pass with the title to every Home, subject to the following:

A. All provisions of this Declaration, the plat or plats of the Community, and the Articles of Incorporation and Bylaws of the Association;

B. Rules and regulations adopted by the Association governing the use and enjoyment of the Common Open Space;

C. The right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his Home remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

D. The right of the Association to dedicate, sell or transfer all or any part of the Common Open Space to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon in an instrument signed by two-thirds (2/3) of each class of members of the Association and said instrument has been recorded. In addition, so long as there is a Class B membership, such dedication, sale or transfer shall require the approval of HUD/VA.

E. The right of the Association to make additions, alterations or improvements to the Common Open Space, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however, that the approval of two-thirds (2/3) of the votes of the Owners shall be required for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total Assessments for Common Expenses payable by all of the Members, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' Assessment for Common Expenses payable by all of the Owners. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Open Space, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the Common Open Space, or the purchase of any personal property, shall be a Common Expense. In addition, so long as Developer owns any portion of the subject Property, Developer shall have the right to make any additions, alterations or improvements to the Common Open Space as may be desired by Developer in its sole discretion from time to time, at Developer's expense.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the appropriate Bylaws, his right of enjoyment to the Common Open Space, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Permitted Uses. The Common Open Space shall be restricted to the following uses:

A. The Common Open Space, now and forever, shall be restricted hereby such that it shall be maintained as open space for the recreation, use and benefit of the Owners, including as and for easements and rights-of-way for the construction,

operation and maintenance of utility services and drainage facilities and shall not be used for any commercial or industrial use except as herein described.

B. The Private Drives, if any, now and forever, shall be restricted such that they shall be used for the benefit of the Owners, their tenants, invitees and guests as and for the common access, ingress and egress and as an easement and right-of-way for the construction, operation and maintenance of utility services and drainage facilities. The Private Drives shall be kept free and clear of obstructions, except as is reasonable for construction, operation and maintenance of traffic and speed controls.

### 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 Undeveloped Lot or Home which is subject to assessment.

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

Class A: Class "A" members shall be all Owners with the exception of the Developer and Builder and shall be entitled to one vote for each Home owned. When more than one person holds an interest in any Home, all such persons shall be members. The vote for such Home shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Home.

Class B: Class "B" member(s) shall be the Developer and Builder as defined in this Declaration, and shall be entitled to three (3) votes for each Lot or Home owned by it in the Community. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of any of the following events whichever occurs earlier:

- A. When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or
- B. December 31, 2000.

### ARTICLE IV COVENANT FOR MAINTENANCE

Section 1. The Association shall at all times maintain: (i) the Common Open Space, (ii) the grassed and landscaped area of the Public Areas within the Community or contiguous thereto, (iii) any entrance features constructed in the Public Areas or on Easements granted to the Association that run through the Community, (iv) the sewer effluent lines located on the Common Open Space and within easements, and (v) any easements granted to the Association.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

Section 2. Swale Maintenance. The Developer has constructed a drainage swale upon each Lot for the purpose of

managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each Lot Owner, including Builder, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

Section 3. Access. For the purpose of performing the maintenance authorized by this Article and Article IX hereof, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot, at reasonable hours on any day. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

Section 4. Lacey Oaks Retaining Wall. The Homeowners Association hereby accepts the responsibility of maintaining the retaining wall in the public right-of-way located on Lacey Oaks Drive.

Section 5. Public Right-of-Way. Each homeowner hereby elects and consents to the assumption of the responsibilities of maintaining the green area located in the public right-of-way along their lot between their property line and the curb.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer and Builder, for each Home owned by each within the Community, hereby covenants, and each Owner of any Home by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special 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 costs and reasonable attorneys' fees, shall also be the personal obligation of the person who is the Owner of such Home at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Establishment of Assessments. Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year. The Board shall then establish the assessment for Common Expenses for each Home and shall notify each Owner in writing of the amount, frequency, and due dates of the assessment for Common Expenses. From time to time during the fiscal year, the Board may modify the budget, and pursuant to the revised budget or otherwise, the Board may, upon written notice to the Owners, change the amount, frequency and/or due dates of the assessments for Common Expenses. If the expenditure of funds for Common Expenses is required in addition to funds produced by assessments for Common Expenses, the Board may make special assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be

payable in the manner determined by the Board, as stated in the notice of any special assessments for Common Expenses. In the event any assessments for Common Expenses are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any assessments for Common Expenses be due less than ten (10) days from the date of the notification of such assessments.

Section 3. Subject to Section 8 hereof, the assessments for Common Expenses assessed against each Home shall be equal. With the exception of Model Homes, the annual assessment for Common Expenses as to each Home owned by an Owner other than the Developer shall commence on the first day of the full calendar month after a certificate of occupancy for the Home is issued. The annual assessment shall commence as to each Model Home on the day that the Builder or Developer closes the sale of said Model Home to the first Owner acquiring title from the Builder or Developer.

Section 4. Working Capital Contribution. In addition to assessments for Common Expenses, the first Owner acquiring title from Builder or Developer to a Home shall pay to the Association a contribution to a working capital fund of the Association in an amount equal to two (2) months' assessments for Common Expenses, which shall be in addition to the Owner's responsibility for assessments for Common Expenses. The working capital fund shall be used by the Association for start-up expenses or otherwise as the Association shall determine from time to time and need not be restricted or accumulated.

Section 5. 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 Community and for the improvement and maintenance of the Common Open Space, easements and Public Areas adjacent to the Community, as set forth in Article IV, Section 1 hereof.

Assessments shall also be used for the 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.

Section 6. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Developer is the Owner of any Lot, Developer shall not pay assessments on any Lots and in lieu thereof shall fund any resulting deficit in the Association's operating expenses (exclusive of any reserves or management fees) not produced by assessments receivable from Owners other than Developer. The deficit to be paid shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). When all Homes within the Community are sold and conveyed to purchasers, neither the Developer, nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

Section 7. Special Assessment for Capital Improvement. In addition to the annual assessments and special assessments for Common Expenses authorized above, the Association, through a two-thirds (2/3) vote of its Board of Directors, and consent by



the Builder, until such time as the Developer is no longer in control of the Board of Directors, may levy in any assessment year a special assessment against an Owner(s) to the exclusion of other Owners for the purpose of (i) defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Open Space, including fixtures and personal property related thereto, if any, or (ii) the costs of work performed by the Association in accordance with Article IX hereof. Any such Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure proceedings and interest. Any Special Assessment levied hereunder shall be due and payable within the time specified by the Board of Directors in the action imposing such Assessment.

Section 8. Rate of Assessment. Notwithstanding Section 3 of this Article V, Homes will pay assessments that are equal.

Section 9. Annual Assessments. 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 amounts of the annual assessment against each Home at least thirty (30) days in advance of each annual assessment period. Failure to fix the amounts of the annual assessments within the time period set forth above would not preclude the Board of Directors from fixing the assessment at a later date. 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 Home has been paid. A properly executed certificate of the Association as to the status of assessments on a Home is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution responsibility for collection of assessments.

Section 10. Effect of Non-Payment of Assessment: Remedies of the Association. Any Assessment not paid within fifteen (15) days of the due date shall be subject to a late charge of ten (10%) percent of the assessment. Any assessment not paid within thirty (30) days of the due date shall, in addition to the late charge due if not paid within fifteen (15) days of the due date, bear interest from the due date at the highest rate allowable by law, per annum. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Home. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Open Space or abandonment of his Home.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and said first mortgage secures an indebtedness which is amortized on a monthly or quarter-annual payments over a period of not less than ten (10) years. The sale or transfer of any Home pursuant to the foreclosure or any proceeding in lien thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Home from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Exempt Property. All properties dedicated to, and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

**ARTICLE VI**  
**WITHDRAWAL OF PROPERTY**

Anything herein to the contrary notwithstanding, Developer and Builder reserve the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Community from the provisions of this Declaration, so long as a Home has not been constructed on said land to be withdrawn.

**ARTICLE VII**  
**PLATTING AND SUBDIVISION RESTRICTIONS**

As long as there is a Class B membership, Developer shall (with Builder's Consent), be entitled at any time and from time to time, to plan and/or replat any or any part of the Community, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Community without the consent or approval of Owners.

**ARTICLE VIII**  
**ARCHITECTURAL CONTROL**

Section 1. No building, fence, including chain link fences, wall or other structure shall be commenced, erected or maintained upon the Community, nor shall any exterior addition or change or alteration therein, including a change of the building exterior paint color, be made within the Community until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by an architectural control committee composed of four (4) representatives appointed by the Board ("Committee"). During the period that the Developer and/or Builder owns a Lot in the Community, the Committee shall consist of two (2) members appointed by the Developer and two (2) members appointed by the Builder. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining proper governmental approvals and permits.

Section 2. The Association or the designated Committee shall not be liable to any Owner in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any plans or specifications by the Committee shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Association, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Association or its designated Committee shall not be liable for any deficiency, or any injury resulting from any deficiency in such plans and specifications.

**ARTICLE IX**  
**MAINTENANCE OF EXTERIOR OF OWNERS PROPERTY**

In the event an Owner of any Lot or Home in the Community shall fail to maintain the Lot or the exterior of his Home, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Lot or common elements to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon.

The cost of such exterior maintenance or grounds maintenance shall be assessed against the subject Home and such assessment shall be a charge on the land and shall be a continuing lien upon

the Lot. Non-payment of such assessment within thirty (30) days from the due date may result in foreclosure of the lien or an action at law against the Owner(s) of the Lot.

In the event there is a landscape easement on the rear of a Lot and there is built on the landscape easement a fence or wall owned by the Association, the owner of the Lot shall be responsible for painting the interior of the fence or wall, and shall maintain the landscaping (i.e. trees, plants and/or grass) on the inside of the wall. The Association shall be responsible for maintaining the exterior of the fence or wall and for the repair and replacement of the wall or fence. The inside of the wall or fence shall be painted by the Lot Owner at the same time as the outside of the wall or fence is painted by the Association and the Lot Owner shall use the same color paint as the Association. The Lot Owner may construct a fence on a Lot perpendicular to the Association fence in the landscape easement, so long as the fence has been approved by the Architectural Control Committee and said fence may touch, but not be attached to, the Association fence in the landscape easement.

#### **ARTICLE X** **EASEMENTS**

Section 1. Easements may be granted by the Association for utility purposes in accordance with the requirements of this Declaration.

Section 2. Developer does hereby establish and create for the benefit of the Association and for all Owners from time to time subject to this Declaration, and does hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges: (i) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks within the Common Open Space (as they may be built or relocated in the future). (ii) Rights to connect to, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Open Space.

Section 3. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 4. Developer reserves to itself, its designees, successors, assigns and Builder, easements, licenses, and rights and privileges of a right-of-way in, through, over, under and across the Community for the construction, maintenance and repair of utility lines, wires, pipes, conduits, cable television, sewers, and drainage lines and other improvements which may from time to time be in or along the streets and roads or other areas of the Community. Developer also reserves the right for itself, its designees, successors, assigns and Builder to continue to use the Community, and any Common Open Space, roadways, sales offices, model homes, signs, flags, promotional material and parking spaces located on the Community, in its efforts to market Lots, land, and Homes. This paragraph may not be amended without

the prior written consent of the Developer and Builder.

Section 5. The Association and the Developer, by their execution of this Declaration, hereby grants to each Lot Owner a non-exclusive perpetual easement for the maintenance, repair and replacement of water and sanitary sewer lateral pipes servicing the Lot improvements thereon, which lateral pipes are located within the Common Open Space.

Section 6. Developer hereby grants to delivery, pickup and fire protection services, police, health and sanitation, and other public service personnel and vehicles, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Developer, its successors or assigns to service the Community, and to such other persons as the Developer from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Open Space for the purposes of performing their authorized services and investigation.

**ARTICLE XI**  
**CONVEYANCE OF COMMON OPEN SPACE TO ASSOCIATION**

At such time that Builder closes title to the first Home in the Community, Developer shall be obligated to convey title to all of the Common Open Space located in the Community to the Association, which shall be obligated to accept such conveyance. In the event Developer and Builder withdraw any of the Common Open Space from the effects of this Declaration as permitted by Article VI hereof, the Association will reconvey those Common Open Spaces withdrawn by Developer.

**ARTICLE XII**  
**RESTRICTIONS**

Section 1. Easements. Easements for installation and maintenance of drainage facilities are reserved as shown or designated on the recorded plat(s), Tracts "A", "B", and "C" (which shall be owned and maintained by the Homeowners Association). Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements. No obstructions such as gates, fences, etc., which will prevent emergency access shall be directed in any easement strip for fire fighting access purposes. Utility easements are reserved ten (10) feet along the rear of all lots and along rights-of-way, and five (5) feet along each side lot line.

Section 2. Wells and Septic Tanks. Except for irrigation purposes, no individual wells or septic tanks will be permitted on any Lot or the common elements within this Community. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each Lot on which a completed building is located in said Community in accordance with the standard requirements as provided for by the State Board of Health Regulations.

Section 3. Nuisances. No noxious or offensive activity shall be carried on upon any lands within the Community, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 4. Temporary Structures and Use. No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any of the lands within the Community at any time for a residence, workshop, office, storage room, either permanently or temporarily, provided, however, that Developer and/or Builder may place on the Community construction sheds, trailers or temporary

sales offices or sales trailers used to facilitate the construction and sale of land and Homes in the Community. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service repair, or maintenance for the general public shall be allowed on any Lot or common area at any time. In order to prevent unsightly objects in and about each of the Homes to be erected in this Community, no gas tank, gas container, or gas cylinder, except those used by portable barbecue grills shall be permitted to be placed on or about the outside of any of the Homes built in this Community or any ancillary building.

Section 5. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Community lands. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any of the Community lands.

Section 6. Pets. Traditional house pets (i.e., dogs or cats, fish and caged birds), may be kept by a Home Owner or his family members, guests, invitees or lessees, however, (a) each home may have only one dog or one cat, weighing no more than sixty (60) pounds; (b) no animals whatsoever may be kept or maintained for commercial purposes, (c) no livestock or poultry of any kind may be kept on the property, (d) no animals shall be permitted to remain on any portion of the Community which become an unreasonable nuisance or annoyance to other Owners, and (e) any animal kept by an Owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Association Board. In no event shall dogs be permitted upon any property in the community other than the Home Owner's property unless under leash. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of any such pet. All owners of pets shall be required and responsible to clean up any excretions of their pets.

Section 7. Visibility at Street Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Section 8. Clotheslines. No clotheslines shall be placed and no clothes drying shall be undertaken or permitted upon the Community, provided, however, the Board may, upon its sole discretion, permit on a revocable basis the location of collapsible, retractable or umbrella type clotheslines or other equipment in the "back yard or patio" of the particular Home whose Owner(s) have made such request.

Section 9. Barbecues. Barbecues may be located or permitted only upon the back patio of a Home and upon such portions of the Common Open Space as are, from time to time, designated by the Association; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Association Board.

Section 10. Parking. No truck or van with more than a three-quarter (3/4) ton capacity or any truck with other than standard size tires, no commercial vehicles, no house or travel trailer, motor home, camper, boat or boat trailer shall be parked in the Community. The term "commercial vehicle" shall be defined by the Board of Directors in the rules and regulations of the Association. Commercial vehicles in the process of loading or unloading shall not be considered parked so long as they are not

kept in the Community overnight. Except as set forth above, no vehicle of any kind shall be parked in the Common Open Space.

Section 11. Commercial and Recreational Vehicles. No boat, trailer, camper, golf cart or other type of recreational vehicle and commercial vehicle, including, but not limited to, trucks, pick-up trucks and vans (vans with side windows that are not commercial vehicles are permitted), shall park or be parked at any time on the Lots or Common Open Space unless it is a commercial vehicle in the process of being loaded or unloaded; except that boats which are twenty-four (24) feet or less in length may be permitted to be parked in the rear or side yard of a single family Home when the yard is fenced in with a six (6) foot high wooden fence, which fence has been approved by the Board of Directors; and provided further that no commercial vehicle shall be permitted to park or be parked overnight on the Lots or Common Open Space unless approved in writing by the Board of Directors of the Association. Notwithstanding the prior provision to the contrary, the Board may, in its sole discretion, designate portions of the Common Open Space for the parking of oversized commercial or recreational vehicles, trailers, campers, vans or boats.

Section 12. Standing Cycles or Other Items. No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or be permitted to stand for any period of time on any part of the Community lands except in the storage sheds or garages, if any, of each Home or on the patio of a Home if said rear yard or patio is completely fenced in and except in accordance with the rules and regulations promulgated from time to time by the Board.

Section 13. Antenna and Aerials. No antenna, aerial or satellite dish of any type shall be placed upon a Home or within a Lot unless approved by the Board or Committee.

Section 14. Litter and Garbage Collection. No articles of personal property shall be hung or shaken from the doors or windows of any Home. No Owner shall sweep or throw from his Home any dirt or other materials or litter in any way upon the Community. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Community except in closed containers in the storage areas, garages, if any, or fenced in patio areas in rear of Home.

Section 15. Personal Property. No articles of personal property of Owners shall be placed on any portion of the Community lands unless such articles are being used by Owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by the Board.

Section 16. Removal of Sod and Shrubbery; Additional Planting. No sod, topsoil, trees or shrubbery shall be removed from the Community, no change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental; provided, however, that Owners may place additional plants, shrubs or trees in the rear yard or patio of a Home subject to approval by the Committee.

Section 17. Increases in Insurance Rates. No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the Community.

Section 18. Windows, Awnings and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building and no



foil, window tinting materials or shielding materials or devises shall be placed upon any windows or sliding glass doors which are part of his Home, unless such awnings, canopies, shutters, foil, window tinting materials or shielding materials have been approved by the Board or the Committee appointed by the Board, which approval may be based on the aesthetic appearance of the properties.

Section 19. Utility Additions. No additional utility system, including without limitation, water, sewage, electrical, air conditioning and heating systems lines, ducts, conduits, pipes, wires or fixtures, shall be added to service any Home without the prior written consent thereto by the Board or an architectural control committee appointed by the Board, which consent shall not be unreasonably withheld if such addition complies with all applicable ordinances, requirements, and regulations of governmental authorities and such additions cause no damage or impairment or additional costs and the use of aesthetic appearance of the Community or any part or parts thereof are not impaired.

Section 20. Casualties. In the event that a Home or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the Common Open Space are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

Section 21. Reconstruction. Any repair, rebuilding or reconstruction account of casualty or other damage to any Common Open Space or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board or Committee. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Home or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or the new plans and specifications approved by the Board or the Committee, and the Owner of such Home.

Section 22. Rights of Builder and Developer. Notwithstanding any provisions in this Declaration to the contrary, including the provisions of this Article XII, the Builder and Developer shall have the right with respect to the development of the Community to construct buildings and units and other improvements, including landscaping on the Community, and to expand or add to the recreational facilities. The construction of buildings, units and improvements, including the expansion and additions to the recreational facilities shall be of such type, nature, design, size, shape, height, materials and location, including the landscaping, which term shall be defined in its broadest sense as including grass, hedges, vines, trees and the like, as Builder or Developer determines in its sole discretion without obtaining consent and approval of the Committee, the Association or its members, provided however, that same complies with the applicable building codes and zoning laws of Orange County, Florida, in force at that time.

Section 23. Disturbances. No owner shall make or permit any disturbing noises on any Lot or in any Home or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Owners. No Owner shall plan upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph or a radio or a television set or other loud speaker in such Owner's Home between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other residents of the Community, and in

no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 8:00 a.m.

Section 24. No signs of any kind shall be displayed to the public view on any Lot except for one professional sign of the Builder or contractor and one professional "For Sale" sign. In any event, no sign shall be larger than three (3) square feet, except in the Builder's model center for such period of time as sales are underway.

### ARTICLE XIII INSURANCE

#### Section 1. Purchase, Custody and Payment of Policies.

A. Purchase. All insurance policies covering the Common Open Space shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida which has an office or agent located in the vicinity of the Community.

#### Section 2. Coverage.

A. Casualty. All improvements upon the Common Open Space and all personal property of the Association are to be insured in an amount equal to one hundred percent (100%) of the then current replacement cost, excluding foundation and excavating costs and other items normally excluded from coverage, as determined annually by the Association. Prior to obtaining any casualty insurance or renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement cost of the improvements upon the Common Open Space and all personal property of the Association, without deduction for depreciation, for the purposes of determining the amount of casualty insurance to be obtained pursuant to this Paragraph. Such coverage shall afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;
2. Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including, but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risks" endorsement, where available.

B. Liability. Comprehensive general public liability insurance insuring the Association against loss or damage resulting from accidents or occurrences on or about or in connection with the Common Open Space, or any work, matters or things related to the Common Open Space or this Declaration and its exhibits, with such coverage as shall be required by the Association but with a combined single limit liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury, death or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

C. Worker's Compensation as shall be required to meet the requirements of the law.

D. Such Other Insurance as the Association shall determine from time to time to be desirable and as is customarily obtained with respect to improvements similar in construction, location and use to those contained within the Common Open Space, such as, where applicable, contractual and all-written contract insurance, employer's liability insurance and comprehensive automobile liability insurance.

When appropriate and obtainable, each of the foregoing



policies shall waive the insurer's right to: (i) subrogation against the Association and against the owners individually and as a group, (ii) any prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more Directors of the Association or by one or more Owners; and shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days prior written notice to the Association and to the holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

Section 3. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

#### ARTICLE XIV RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Determination to Reconstruct or Repair. If any part of the Common Open Space is damaged or destroyed by casualty, the damaged property shall be reconstructed or repaired, unless two-thirds (2/3) of the Owners vote to the contrary.

Section 2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements. Any reconstruction or repair must be in accordance with the ordinances of the controlling governmental authority, and must be approved by the controlling governmental authority or its appropriate review committee where required by such ordinances. Any reconstruction or repair must be in conformance with the requirements of any controlling governmental authority, and where required appropriate permits for same shall be obtained.

Section 3. Responsibility. The responsibility for reconstruction and repair after casualty shall be that of the Association.

Section 4. Estimates of Cost. Immediately after casualty damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Insurance Trustee.

Section 5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if any time during or after the reconstruction and repair the funds for the payment of the cost thereof are insufficient, a Special Assessment shall be made against all of the Owners of the Homes equally, in sufficient amounts to provide funds to pay such costs.

#### ARTICLE XV GENERAL PROVISIONS

Section 1. Execution of Documents Required by the County. The Developer's plan for the development of the Community may require from time to time the execution of certain documents required by the County. To the extent that said documents require the joinder of any or all property owners in the Community, each of said Owners, except Builder, by virtue of his acceptance of a deed to his Home, does irrevocably give and grant to the Developer, or any of its officers individually, full power of attorney to execute said documents as his agent and in his place and stead.

Section 2. Enforcement. The Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Court costs and reasonable attorneys' fees for a proceeding at law to enforce this Declaration, including any appeal thereof, shall be borne by the Owner(s) against whom the suit has been filed. 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 so thereafter.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) 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 by an instrument signed by the Owners of sixty-six and two-thirds percent (66 2/3%) or more of the Lots, or by a vote of ninety percent (90%) of a quorum of Owners present in person or by proxy at a duly called regular or special meeting of the members of the Association. Notwithstanding the above, (i) there will be no amendment to the provisions of this Declaration pertaining to the maintenance of Common Open Space without the prior consent of the County; and (ii) Developer will have the right to amend this Declaration pursuant to Article VI without the consent of any Owners and/or Mortgagees. Any Amendment must be recorded.

Any amendment to this Declaration which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original conditions, including the water management portions of the Common Open Space, must have the prior approval of the St. Johns River Water Management District.

Section 5. Developer Amendment Privilege. Notwithstanding anything to the contrary set forth above, the Developer may, with the Builder's consent, amend any provision of this Declaration without the approval or joinder of the Owners or the Association, if required to do so by any local, state or federal governmental agency or to comply with the Rules and Regulations of the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration or any other similar governmental institutional agency which desires to hold, insure or guaranty a mortgage on all or any part of the Community.

Section 6. Damage or Destruction to Common Open Space. Each Owner shall be liable to the Association for any damage to the Common Open Space not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, tenants, guests and invitees, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to charge such Owner a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. The cost of correcting such damage shall be a Special Assessment against the Home and may be collected as provided herein for the collection of Assessments.

Section 7. HUD/VA Approval. Notwithstanding anything to the contrary set forth in this Declaration, so long as there is a Class "B" member, the prior approval of HUD/VA shall be required for (i) annexation of property other than the Undeveloped Parcel;

(ii) Amendments to this Declaration, except as set forth in Section 4 and Section 5 of this Article XV; or (iii) dissolution, merger or consolidation of the Association.

Section 8. Required Development Permits. All homeowners hereby consent that if any required development permits are needed, each permit will be in accord with the City's Land Development Code, which may or may not coincide with the restrictions herein.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Declaration this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

By: LEGACY INVESTMENT CORPORATION

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

By: SHEELER HILLS HOMEOWNERS  
ASSOCIATION, INC.  
327 N. Orange Avenue  
Orlando, FL 32801

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Declaration was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by \_\_\_\_\_ and \_\_\_\_\_, who are personally known to me and did not take an oath, the President and Secretary, respectively, of Legacy Investment Corporation, a Florida corporation, on behalf of the corporation.

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Declaration was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by \_\_\_\_\_ and \_\_\_\_\_, who are personally known to me and did not take an oath, the President and Secretary, respectively, of Sheeler Hills Homeowners Association, Inc., a Florida corporation, on behalf of the corporation.

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

(ii) Amendments to this Declaration, except as set forth in Section 4 and Section 5 of this Article XV; or (iii) dissolution, merger or consolidation of the Association.

Section 8. Required Development Permits. All homeowners hereby consent that if any required development permits are needed, each permit will be in accord with the City's Land Development Code, which may or may not coincide with the restrictions herein.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Declaration this 8th day of August, 1995.

By: LEGACY INVESTMENT CORPORATION

By: Charles E. Newman  
President CHARLES E. NEWMAN

Attest: Edmond Henderson  
Secretary EDMOND HENDERSON

By: SHEELER HILLS HOMEOWNERS  
ASSOCIATION, INC.  
327 N. Orange Avenue  
Orlando, FL 32801

By: Edmond Henderson  
President EDMOND HENDERSON

Attest: Charles E. Newman  
Secretary CHARLES E. NEWMAN

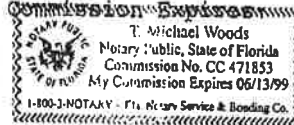
STATE OF FLORIDA  
COUNTY OF ORANGE

OR Ak 4929 Pg 3390  
Orange Co FL 5318297

Record Verified - Martha D. Haynie

8th The foregoing Declaration was acknowledged before me this 8th day of August, 1995, by CHARLES E. NEWMAN and Edmond Henderson, who are personally known to me and did ~~not~~ take an oath, the President and Secretary, respectively, of Legacy Investment Corporation, a Florida corporation, on behalf of the corporation.

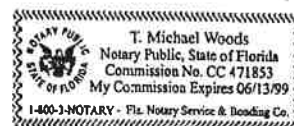
Michael Woods  
Notary Public, State of Florida  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF ORANGE

8th The foregoing Declaration was acknowledged before me this 8th day of August, 1995, by Edmond Henderson and Charles E. Newman, who are personally known to me and did ~~not~~ take an oath, the President and Secretary, respectively, of Sheeler Hills Homeowners Association, Inc., a Florida corporation, on behalf of the corporation.

Michael Woods  
Notary Public, State of Florida  
My Commission Expires:



Orange Co FL 5318298  
 08/11/95 10:12:24am  
 OR Bk 4929 Pg 3391  
 Rec 10.50

**MORTGAGEE'S DEDICATION**  
**to the**  
**PLAT OF SHEELER HILLS**

**KNOW ALL MEN BY THESE PRESENTS**, that NationsBank of Florida, N. A., being the owner and holder of a certain note and mortgage dated April 19, 1995, which mortgage was filed April 21, 1995 in Official Records Book 4882, page 617 of the Public Records of Orange County, Florida, encumbering lands within the plat of SHEELER HILLS, more particularly described on Exhibit "A" attached hereto and made a part hereof, hereby dedicates said lands and plat for the use and purposes expressed in said plat and dedicates streets and easements shown on the plat to the perpetual use of the public.

**IN WITNESS WHEREOF**, NationsBank of Florida, N. A. has caused these presents to be signed by the officer named below this 17<sup>th</sup> day of July, 1995.

**Witnesses:**

Kathy L Martin  
 Print name: KATHY L. MARTIN

Daniel G Fineran  
 Print name: DANIEL G. FINERAN

**NationsBank of Florida, N. A.**

by: George Ratchiff  
 George Ratchiff, Vice President

Seal

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 1995, by George Ratchiff, ☒ who is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: \_\_\_\_\_, and who ☐ did ☒ did not take an oath.

Kathy L Martin  
 Print name: KATHY L. MARTIN  
 Notary Public, State of Florida  
 My commission expires: \_\_\_\_\_  
 Commission no.: \_\_\_\_\_



KATHY L. MARTIN  
 My Commission CC471719  
 Expires Feb. 12, 1999

PREPARED BY  
 CHARLES E NEWMAN  
 327 N. ORANGE AVE  
 ORL. FLA. 32802

OR Bk 4929 Pg 3392  
Orange Co FL 5318298

Record Verified - Martha D. Haynie

EXHIBIT ALEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL of land lying and being located in Section 23, Township 21 South, Range 28 East, known as Lot 6, SHEELER HILLS SUBDIVISION, City of Apopka, Orange County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 21 South, Range 28 East, Orange County, Florida; thence run S. 89 13' 54" E. along the said South line thereof, a distance of 33.00 feet to East right-of-way line of Sheeler Road, a 66.00 foot right-of-way; thence run N. 00 43' 52" E., along the East right-of-way line of Sheeler Road, a distance of 132.00 feet to the North line of the South 132.00 feet of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 21 South, Range 28 East; thence run S. 89 13' 54" E. along the said North line thereof, for a distance of 280.00 feet to the West line of Lot 6 and the POINT OF BEGINNING; run thence N. 00 43' 52" E. along the West line of Lot 6, a distance of 105.00 feet to the South right-of-way line of Sheeler Hills Drive, a 50.00 foot right-of-way; run thence S. 89 13' 54" E. along the South right-of-way line of Sheeler Hills Drive to the East line of Lot 6, a distance of 52.00 feet; run thence S. 00 43' 52" W. along the East line of Lot 6 to the North line of the South 132.00 feet of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 21 South, Range 28 East, a distance of 105.00 feet; run thence N. 89 13' 54" W. along the North line of the South 132.00 feet of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 21 South, Range 28 East, a distance of 52.00 feet to the West line of Lot 6 and the POINT OF BEGINNING.

AND:

ALL THAT TRACT OR PARCEL of land lying and being located in Section 23, Township 21 South, Range 28 East, known as Lot 5, SHEELER HILLS SUBDIVISION, City of Apopka, Orange County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 21 South, Range 28 East, Orange County, Florida; thence run S. 89 13' 54" E. along the said South line thereof, a distance of 33.00 feet to East right-of-way line of Sheeler Road, a 66.00 foot right-of-way; thence run N. 00 43' 52" E., along the East right-of-way line of Sheeler Road, a distance of 132.00 feet to the North line of the South 132.00 feet of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 21 South, Range 28 East; thence run S. 89 13' 54" E. along the said North line thereof, for a distance of 228.00 feet to the West line of Lot 5 and the POINT OF BEGINNING; run thence N. 00 43' 52" E. along the West line of Lot 5, a distance of 105.00 feet to the South right-of-way line of Sheeler Hills Drive, a 50.00 foot right-of-way; run thence S. 89 13' 54" E. along the South right-of-way line of Sheeler Hills Drive to the East line of Lot 5, a distance of 52.00 feet; run thence S. 00 43' 52" W. along the East line of Lot 5 to the North line of the South 132.00 feet of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 21 South, Range 28 East, a distance of 105.00 feet; run thence N. 89 13' 54" W. along the North line of the South 132.00 feet of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 21 South, Range 28 East, a distance of 52.00 feet to the West line of Lot 5 and the POINT OF BEGINNING.



# SHEELER HILLS

## SECTION 23, TOWNSHIP 21 SOUTH, RANGE 28 EAST

### CITY OF APOPKA, ORANGE COUNTY, FLORIDA.

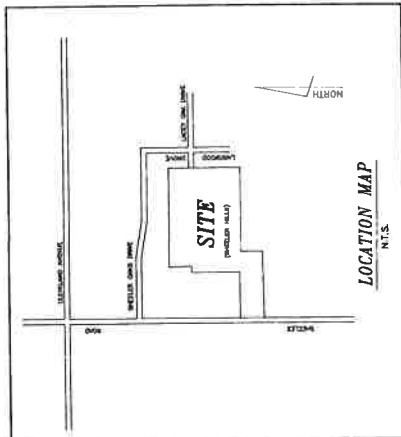
#### LEGAL DESCRIPTION

Commence at the Southwest corner of the Northwest 1/4 of Section 23, Township 21 South, Range 28 East, Orange County, Florida; Thence run S. 89°13'54" E., along the South line thereof, for a distance of 33.00 feet to the Eastern right of way line of Sheeler Road, a 66.00 foot right of way; Thence run N. 00°43'52" E., along said right of way line, for a distance of 132.00 feet to the Point Of Beginning; Thence continue N.00°43'52" E., along said right of way line, for a distance of 331.89 feet to the Southern line of lands described in Official Record Book 2787 at page 977; Thence run S. 89°02'04" E., along said Southern line, for a distance of 653.53 feet to the line of the aforesaid lands; Thence run N. 00°42'47" W., along said Eastern line, for a distance of 556.79 feet to a point on a line lying 237.00 feet South, measured at right angles thereto, of the Northwest 1/4 of Section 23, for a distance of 114.51 feet; Thence run N.00°43'52" E., parallel to the South line of the Southwest 1/4 of Section 23, for a distance of 297.00 feet to the North line of said Southwest 1/4 of Section 23; Thence run S. 00°44'56" W., along said East line, for a distance of 985.84 feet to a point lying 327.15 feet North, measured at right angles, from the South line of the Northwest 1/4 of the Southwest 1/4 of Section 23; Thence run N. 89°13'54" W., parallel with said South line of the Northwest 1/4 of Section 23, for a distance of 664.64 feet to a point lying 660.00 feet East, measured at right angles, from the West line of the Southwest 1/4 of Section 23; Thence run S. 00°43'52" W., parallel with said West line, for a distance of 195.15 feet; Thence run N. 89°13'54" W., parallel with the South line of the Northwest 1/4 of the Southwest 1/4 of Section 23, for a distance of 627.00 feet to the Point Of Beginning.

Containing 22.636 acres more or less.

#### SURVEYOR'S NOTES:

1. BEARING SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 23-21-S-28-R-17-17 (OWN 287 PAGE 977)
2. UTILITY EASEMENTS ARE SHOWN 10 FEET ALONG THE REAR OF ALL LOTS AND ALONG THE FRONT OF THE LOT FRONTING SHEELER ROAD.
3. LOT AREA SHOWN HEREON ARE APPROXIMATE UNLESS SHOWN BY (S) (N) = RAILROAD.
4. A. COURTESY PERMANENT EVIDENCE POINT (P.C.P.) L.S. 2003
5. B. COURTESY PERMANENT EVIDENCE MONUMENT (P.M.) CONCRETE MONUMENT 2003 UNLESS OTHERWISE NOTED.
6. TRACTS "A" & "B" SHALL BE OWNED AND MAINTAINED BY HOMEOWNER ASSOCIATION.
7. TRACT "C" TO BE OWNED AND MAINTAINED BY THE CITY OF APOPKA.
8. VEHICULAR ACCESS RIGHTS TO SHEELER ROAD ARE HEREBY DEDICATED TO THE CITY OF APOPKA.
9. THE 3' AND 10' LANDSCAPE EASEMENTS SHOWN HEREON SHALL BE MAINTAINED BY THE CITY OF APOPKA.
10. THE 3' AND 10' LANDSCAPE EASEMENTS SHOWN HEREON SHALL BE MAINTAINED BY THE CITY OF APOPKA.
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NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- LEGEND:
- P.B. PG. - PLAT BOOK, PAGE
  - P.O.B. - POINT OF BEGINNING
  - P.O.C. - POINT OF COMMENCEMENT
  - F.N.D. - FOUND
  - S.C.M. - SECTION CORNER MONUMENT
  - S.E.C. - SECTION
  - R. - RADIUS
  - L. - LENGTH OF ARC
  - D. - DELTA ANGLE
  - C.B. PG. - CHORD BEARING
  - C.B. PG. - CHORD BEARING
  - I.R. - IRON ROD
  - I.P. - IRON PIPE
  - C.C.R. - CERTIFIED CORNER RECORD



LEWIS SURVEYING, INC.  
JAMES L. LEWIS, SURVEYOR  
(407) 486-7771

#### SHEELER HILLS DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation of SHEELER HILLS, a Florida corporation, has dedicated to the City of Apopka, Florida, the land described in the foregoing caption to this plat, hereby dedicating said land and plat for the use and purpose therein expressed and intended, to be held in fee simple for the perpetual use of the Public.

IN WITNESS WHEREOF, these aforesaid three presents to be signed and attested in the presence of the Mayor and City Commissioners of the City of Apopka, Florida, on this 10th day of August, 1995.

LEWIS INVESTMENT CORPORATION

Signed and attested in the presence of:

By James L. Lewis Mayor of the City of Apopka, Florida

By James L. Lewis Mayor of the City of Apopka, Florida

STATE OF Florida

County of Orange

The foregoing instrument was acknowledged before me on this 10th day of August, 1995, by James L. Lewis, Mayor of the City of Apopka, Florida, a Florida corporation, on behalf of the LEWIS INVESTMENT CORPORATION, a Florida corporation, and James L. Lewis, Mayor of the City of Apopka, Florida, as identification only.

My commission expires 2-3-97

#### CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, James L. Lewis, a duly licensed and sworn Surveyor, do hereby certify that on August 10, 1995, I personally surveyed the land described in the foregoing caption to this plat, and that the same is correctly and truthfully represented by the plat hereon described and attested that permanent reference monument has been placed at the point of beginning of the plat hereon described, and that the plat hereon described is a true and correct representation of the land hereon described.

Witness my hand and seal of office at the City of Apopka, Florida, this 10th day of August, 1995.

#### CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on August 10, 1995, the City of Apopka, Florida, has approved the foregoing plat.

By James L. Lewis Mayor of the City of Apopka, Florida

#### CERTIFICATE OF APPROVAL BY ZONING COMMISSION

THIS IS TO CERTIFY, That on August 10, 1995, the Zoning Commission of the City of Apopka, Florida, has approved the foregoing plat.

#### CERTIFICATE OF APPROVAL BY CITY ENGINEER

EXAMINED & James L. Lewis City Engineer 8-3-95

#### CERTIFICATE OF COUNTY COMPTROLLER

THIS IS TO CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on August 11, 1995 at 10:13 A.M.

#### CERTIFICATE OF COUNTY COMPTROLLER

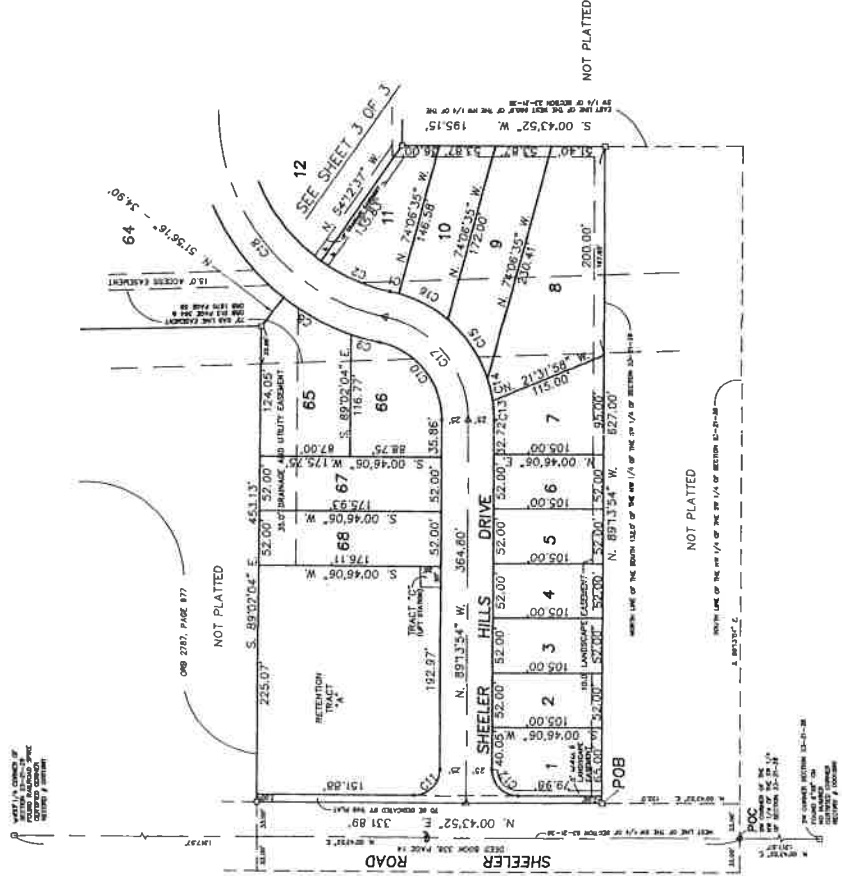
FILE NO. 5318299

By James L. Lewis Mayor of the City of Apopka, Florida

# SHEELER HILLS

SECTION 23, TOWNSHIP 21 SOUTH, RANGE 28 EAST  
CITY OF APOPKA, ORANGE COUNTY, FLORIDA.

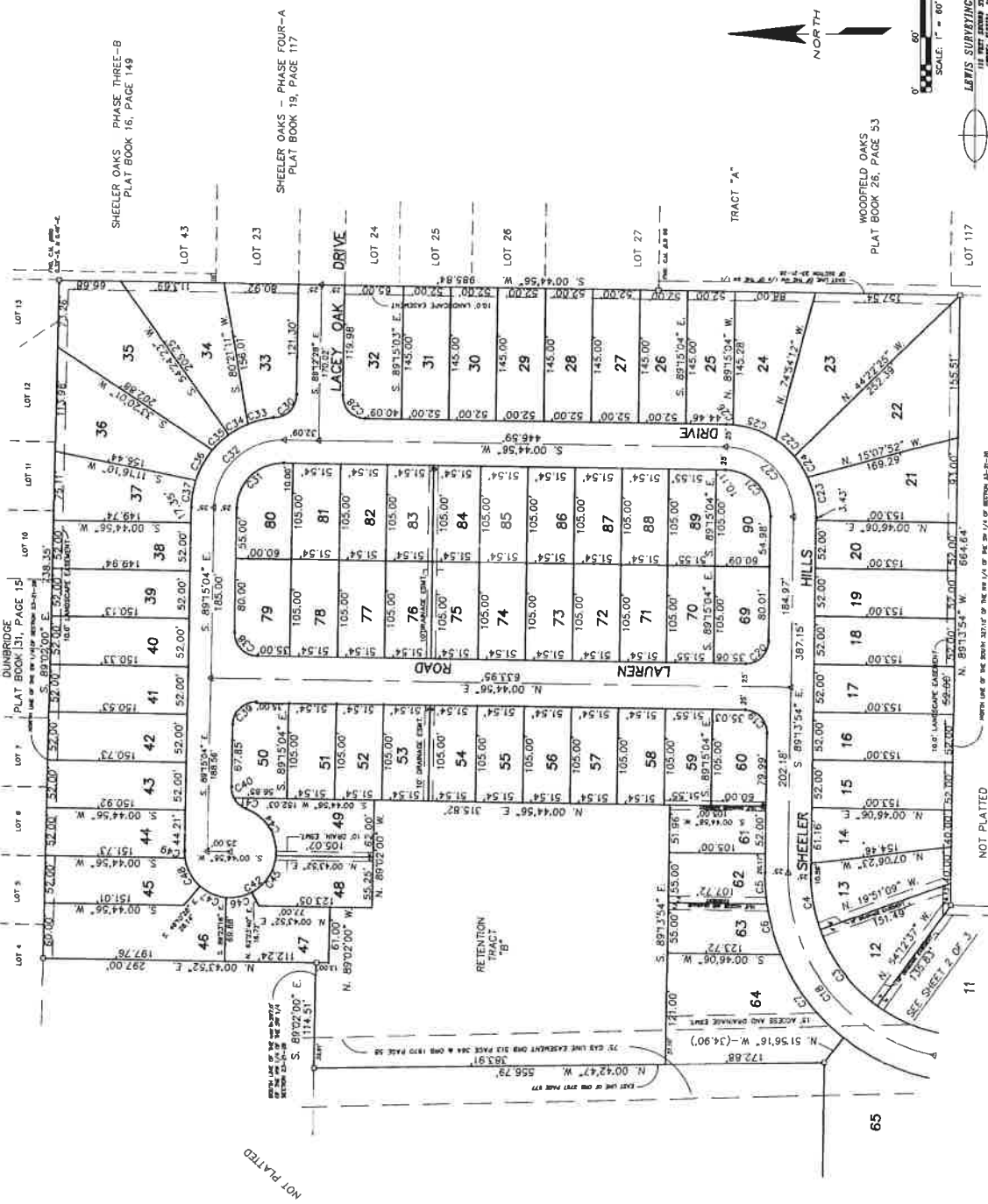
CURVE NUMBER	CURVE DELTA	CURVE RADIUS	CURVE LENGTH	CHORD LENGTH	CHORD BEARING
C1	41°15'3"	125.00'	9.18'	9.18'	S. 13°47'28" W.
C2	32°55'25"	175.00'	10.32'	10.32'	S. 52°22'25" W.
C3	20°37'12"	175.00'	82.98'	62.64'	N. 80°77'39" E.
C4	18°07'59"	225.00'	31.94'	31.91'	N. 88°46'10" E.
C5	18°44'31.16"	225.00'	118.07'	118.07'	N. 53°28'35" E.
C6	32°44'32"	225.00'	121.07'	119.62'	N. 35°46'35" E.
C7	18°04'38"	225.00'	74.91'	74.56'	N. 53°28'35" E.
C8	7°15'58"	225.00'	103.51'	95.45'	N. 51°13'48" E.
C9	68°57'47"	25.00'	39.25'	35.34'	S. 44°15'02" E.
C10	90°02'13"	25.00'	39.29'	35.37'	S. 45°44'38" W.
C11	5°58'18"	125.00'	10.32'	10.32'	N. 77°11'35" E.
C12	9°58'46"	125.00'	21.81'	21.78'	S. 58°20'02" W.
C13	31°43'18"	125.00'	89.21'	68.33'	N. 51°13'48" E.
C14	7°23'34.56"	125.00'	138.01'	121.32'	N. 45°45'31" W.
C15	7°04'34"	200.00'	276.03'	254.64'	S. 41°30'04" W.
C16	90°01'08"	25.00'	39.28'	35.38'	N. 45°45'31" W.
C17	89°58'53.51"	25.00'	39.28'	35.38'	N. 45°45'31" W.
C18	15°40'05"	100.00'	27.35'	27.26'	S. 17°15'07" W.
C19	25°35'11"	100.00'	44.87'	43.50'	S. 18°22'12" W.
C20	28°35'38"	100.00'	48.91'	46.39'	S. 62°54'00" W.
C21	41°19'25"	100.00'	7.55'	7.55'	N. 45°46'14" E.
C22	90°01'05"	25.00'	39.28'	35.37'	N. 45°46'14" E.
C23	91°53'30"	25.00'	40.08'	35.93'	N. 45°07'20" W.
C24	16°30'02"	50.00'	17.54'	10.77'	S. 44°15'01" E.
C25	13°27'45"	100.00'	23.50'	23.44'	N. 14°42'59" W.
C26	11°16'17"	100.00'	28.83'	28.52'	S. 29°41'53" E.
C27	21°41'38"	100.00'	37.86'	37.64'	S. 41°25'41" E.
C28	90°00'30"	25.00'	39.27'	35.36'	N. 44°15'01" E.
C29	29°04'57"	25.00'	12.69'	12.55'	S. 76°12'59" W.
C30	41°26'17"	25.00'	18.08'	17.89'	S. 40°59'34" E.
C31	57°40'49"	50.00'	50.34'	48.24'	N. 57°28'02" E.
C32	32°53'10"	50.00'	25.00'	25.00'	S. 58°20'44" E.
C33	40°57'37"	50.00'	35.74'	35.52'	N. 15°07'10" E.
C34	8°57'48"	50.00'	7.82'	7.81'	N. 51°18'11" E.
C35					S. 88°16'03" W.





# SHEELER HILLS

SECTION 23, TOWNSHIP 21 SOUTH, RANGE 28 EAST  
CITY OF APOKA, ORANGE COUNTY, FLORIDA.



111 WEST JEFFERSON STREET  
ORANGE, FLORIDA 32667  
(407) 886-7772  
LEWIS SURVEYING, INC.



AMENDMENT  
OF THE  
DECLARATION  
made and adopted by  
LEGACY INVESTMENT CORPORATION  
a Florida Corporation

Pursuant to Resolutions of the shareholders and Directors of the Corporation dated October 6th, 1995, the following provisions of the Declaration made on the 8th day of August, 1994, and recorded in Official Records Book 4929, pages 3373, et seq, pertaining to SHEELER HILLS SUBDIVISION, according to the plat thereof recorded in Plat Book 34, pages 150 through 152 of the public records of Orange County, Florida, be and they hereby are amended in the following particulars:

1. Exhibits A, B, and C are attached hereto and incorporated into the original Declaration by this reference thereto.
2. Article I, section 16 is hereby amended to read as follows:

*"Builder" shall mean and refer to an individual or entity who purchases a lot from the Developer for purposes of erecting a Home on the lot and resale of the lot and home to a Home owner.*

3. Article III, Section 2, is hereby amended to read as follows:

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

Class A: *Class "A" members shall be all Owners with the exception of the Developer and Builder and shall be entitled to one vote for each Home owned. When more than one person holds an interest in any Home, all such persons shall be members. The vote for such home shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Home.*

Class B: *Class "B" member(s) shall be the Developer and Builder as defined in this Declaration, and shall be entitled to three (3) votes for each Lot or Home owned by it in the Community. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of any of the following events whichever occurs earlier:*

- A. *When seventy five percent (75%) of the*

lots are deeded to Homeowners; or

B. December 31, 2000.

The foregoing was adopted by the shareholders and Directors of the Corporation pursuant to Action Taken Without a Meeting this 6th day of October, 1995.

In witness whereof, we have hereunto set our hands and seals this 6th day of October, 1995.

Robin A. Lundy  
Print: Robin A. Lundy

T. Michael Woods  
Print: T. Michael Woods

LEGACY INVESTMENT CORPORATION,  
a Florida Corporation (Developer)

Charles E. Newman  
Charles E. Newman, President

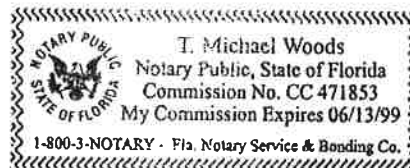
Edmund R. Henderson  
Edmund R. Henderson, Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6th day of October, 1995, by Charles E. Newman and Edmund R. Henderson, who ☒ who are personally known to me ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: \_\_\_\_\_ and who ☐ did ☐ did not take an oath.

T. Michael Woods

Print name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission no.: \_\_\_\_\_



THIS INSTRUMENT PREPARED  
BY AND RETURN TO:  
T. Michael Woods  
Attorney at Law  
333 North Orange Avenue, Ste. 208  
Orlando, Florida 32801  
(407) 246-1812

This instrument prepared by:  
**T. MICHAEL WOODS**  
Attorney At Law  
333 N. Orange Ave., Ste. 208  
Orlando, FL 32801  
(407) 246-1812

# SHEELER HILLS

## SECTION 23, TOWNSHIP 21 SOUTH, RANGE 28 EAST CITY OF APOPKA, ORANGE COUNTY, FLORIDA.

### LEGAL DESCRIPTION

Commence at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 21 South, Range 28 East, Orange County, Florida; Thence run S. 89°13'54" E., along the South line thereof, for a distance of 33.00 feet to the Easterly right of way line of Sheeler Road, a 66.00 foot right of way; Thence run N. 00°43'52" E., along said right of way line, for a distance of 132.00 feet to the Point Of Beginning; Thence continue N.00°43'52" E., along said right of way line, for a distance of 331.89 feet to the Southerly line of lands described in Official Record Book 2787 at page 977; Thence run S. 89°02'04" E., along said Southerly line, for a distance of 453.13' to the Easterly line of the aforesaid lands; Thence run N. 00°42'47" W., along said Easterly line, for a distance of 556.79 feet to a point on a line lying 297.00 feet South, measured at right angles, from the North line of the Southwest 1/4 of Section 23; Thence run S. 89°02'00" E., along said line, for a distance of 114.51 feet; Thence run N.00°43'52" E., parallel with the West line of the Southwest 1/4 of Section 23, for a distance of 297.00 feet to the North line of said Southwest 1/4; Thence run S. 89°02'00" E., along said North line, for a distance of 738.35 feet to the East line of said Southwest 1/4 of the Southwest 1/4 of Section 23; Thence run S. 00°44'56" W., along said East line, for a distance of 985.84 feet to a point lying 327.15 feet North, measured at right angles, from the South line of the Northwest 1/4 of the Southwest 1/4 of Section 23; Thence run N. 89°13'54" W., parallel with said South line, for a distance of 664.64 feet to a point lying 660.00 feet East, measured at right angles, from the West line of the Southwest 1/4 of Section 23; Thence run S. 00°43'52" W., parallel with said West line, for a distance of 195.15 feet; Thence run N. 89°13'54" W., parallel with the South line of the Northwest 1/4 of the Southwest 1/4 of Section 23, for a distance of 627.00 feet to the Point Of Beginning.

Containing 22.636 acres more or less.

ARTICLES OF AMENDMENT  
OF THE  
ARTICLES OF INCORPORATION  
OF  
SHEELER HILLS HOMEOWNERS ASSOCIATION, INC.  
a Florida Corporation

Pursuant to Resolutions of the shareholders and Directors of the Corporation dated October 6, 1995, the following provisions of the Articles of Incorporation of SHEELER HILLS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed in Tallahassee on January 3, 1995, be and they hereby are amended in the following particulars:

ARTICLE TWO be and it hereby is amended by adding thereto the following:

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the assets of the corporation, excluding any surface water or storm water management systems, shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes. The operation and maintenance of the surface water or storm water management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C. and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE THREE be and it hereby is amended by adding thereto the following:

(h) To operate, maintain and manage the surface water or storm water management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. 42-095-095ANPL, and requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

(i) To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or storm water management system.

Further, ARTICLE THREE SUBPARAGRAPH (3) shall be amended to read as follows:

Notwithstanding any of the foregoing statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation as set forth in Paragraph (1) of this Article Three, and nothing contained in the foregoing statement of purposes shall be construed to authorize this corporation to carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to its members as such, except for distribution of assets on dissolution and winding up. So long as there is a Class B membership, the Corporation shall not Annex additional properties, merge or consolidate with another corporation or entity, mortgage any of the Common Area, dissolve the corporation, or amend these Articles, without first obtaining the written approval of HUD/VA.

ARTICLE TEN be and it is hereby amended to read as follows:

AMENDMENTS TO THE ARTICLES OF INCORPORATION: These Articles of Incorporation may be amended from time to time in the manner

prescribed by the law of the State of Florida in effect at that time, and upon adoption of the proposed amendment receiving the affirmative vote of at least two-thirds of the votes of members entitled to vote. Upon the filing of the Articles of Amendment with the Secretary of the State of Florida, the amendment shall become effective and the Articles of Incorporation shall be deemed to be amended accordingly.

ARTICLE ELEVEN is hereby amended to read as follows:

BY LAWS: The members of this Corporation may make, alter and /or rescind the Bylaws of this Corporation upon an affirmative vote of at least two-thirds of the votes of members entitled to vote.

ARTICLE TWELVE is hereby added as follows:

ASSESSMENTS. Assessments by the Corporation shall be used for the maintenance and repair of the Public Areas, the Common Open Space, and the surface water or storm water management systems including but not limited to work within retention areas, drainage structures and drainage easements.

The Foregoing amendment was adopted by the Stockholders and Directors of the corporation on the 6th day of October, 1995.

IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Articles of Amendment this 6th day of October, 1995.

SHEELER HILLS HOMEOWNERS ASSOCIATION, INC.

By: Charles E. Newman  
Charles E. Newman, President

ATTEST:

By: Edmond R. Henderson  
Edmond R. Henderson, Secretary

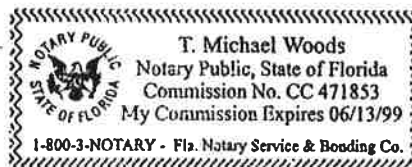
[CORPORATE SEAL]

OR Bk 4959 Pg 1409  
Orange Co FL 5389093

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6th day of October, 1995, by Charles E. Newman, who is personally known to me and who did take an oath.

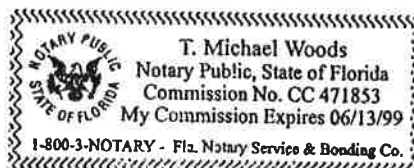
T. Michael Woods  
Print name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_  
certification No.: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6th day of October, 1995, by Edmond R. Henderson, who is personally known to me and who did take an oath.

T. Michael Woods  
Print name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_  
certification No.: \_\_\_\_\_







②

This instrument prepared by  
and return recorded instrument to:

Scott D. Clark, Esq./glh  
GRAHAM, CLARK, JONES, PRATT & MARKS  
P.O. Drawer 1690  
Winter Park, Florida 32790

Orange Co FL 5566392  
040396 11:12:19am  
OR Bk 5036 Pg 420  
Rec 33.00

SPACE RESERVED FOR RECORDING

## SECOND AMENDMENT TO DECLARATION

**THIS SECOND AMENDMENT TO DECLARATION** is made as of this 29<sup>th</sup> day of March, 1996, by **LEGACY INVESTMENT CORPORATION**, a Florida corporation (hereinafter referred to as "**Developer.**")

### WITNESSETH:

**WHEREAS**, Developer has previously executed and recorded that certain Declaration, which Declaration was recorded August 11, 1995 in Official Records Book 4929, Page 3373, as amended by Amendment recorded October 13, 1995 in Official Records Book 4959, Page 1405, both of the Public Records of Orange County, Florida (the Declaration and Amendment are hereinafter collectively referred to as the "Declaration"); and

**WHEREAS**, Developer is the owner of fee simple title to the property described in the Declaration, less and except Lots 4, 5, 6, 13, 14, 21, 51, 64 and Tract C, and is entitled pursuant to the terms of the Declaration to make this Amendment.

**NOW THEREFORE**, Developer hereby amends said Declaration as follows:

1. Article I, Section 16, is hereby deleted and the following inserted in its place and stead:

"'Builder' shall mean and refer to Sheeler Hills, Ltd., a Florida limited partnership, and its successors and/or assigns."

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2. Article II, Section 1E, is hereby deleted and the following inserted in its place and  
stead:

"The right of the Association to make additions, alterations or improvements to the Common Open Space, and to purchase any personal property, as it deems necessary or desirable from time to time; provided, however, that the approval of two-thirds ( $\frac{2}{3}$ ) of the votes of the Owners shall be required for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total Assessments for Common Expenses payable by all of the Members, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' Assessment for the Common Expenses payable by all of the Owners. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Open Space, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the Common Open Space, or the purchase of any personal property, shall be a Common Expense."

3. Article V, Section 11, is hereby deleted and the following inserted in its place and  
stead:

"Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional mortgage or any mortgage held by Developer recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, a licensed mortgage broker, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee which has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any lot by reason of the provisions of this Section shall be deemed to be an assessment

SPACE RESERVED FOR RECORDING

equally divided among, payable by, and a lien against all lots, including the lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place."

4. Articles VI ("Withdrawal of Property") and VII ("Platting and Subdivision Restrictions") are hereby deleted.

5. Article X, Section 4, is hereby deleted and the following inserted in its place and stead:

"Builder reserves to itself, its designees, successors and assigns, easements, licenses and rights and privileges of a right-of-way in, through, over, under and across the Community for the construction, maintenance and repair of utility lines, wires, pipes, conduits, cable television, sewers and drainage lines and other improvements which may from time to time be in or along the streets and roads or other areas of the Community. Builder also reserves the right for itself, its designees, successors and assigns, to continue to use the Community and any Common Open Space, roadways, sales offices, model homes, signs, flags, promotional material and parking spaces located on the Community, in its efforts to market Lots, land and Homes. This paragraph may not be amended without the prior written consent of Builder."

6. Article XI is hereby deleted and the following inserted in its place and stead:

"At such time that Builder closes title to the first Home in the Community, Developer shall be obligated to convey title to all of the Common Open Space located in the Community to the Association, which shall be obligated to accept such conveyance."

7. Article XII, Section 6, is hereby deleted and the following inserted in its place and stead:

"Pets. Traditional house pets (i.e., dogs or cats, fish and caged birds) may be kept by a Home Owner or his family members, guests, invitees or lessees; however, (a) no animals whatsoever may be kept or maintained for commercial purposes; (b) no livestock or poultry of any kind may be kept on the property; (c) no animals

SPACE RESERVED FOR RECORDING

shall be permitted to remain on any portion of the Community which become an unreasonable nuisance or annoyance to other Owners; and (d) any animal kept by an Owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Association Board. In no event shall dogs be permitted upon any property in the Community other than the Home Owner's property unless under leash. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of any such pet. All owners of pets shall be required and responsible to clean up any excretions of their pets."

8. Article XII, Section 8, is hereby deleted and the following inserted in its place and  
stead:

"No clotheslines or similar device shall be permitted to be erected on any Lot or other part of the properties unless erected and located in such manner so as to not be visible from the subdivision streets or from any adjoining Lot, including Lots to the rear. This provision shall not be interpreted as a prohibition against clotheslines, but rather as a requirement that they be completely screened so as to not be visible to other homeowners."

9. Article XII, Section 9 ("Barbecues") is hereby deleted.

10. Article XII, Section 16, is hereby deleted and the following inserted in its place  
and stead:

"Removal of Sod and Shrubbery; Additional Planting. In the event a Lot Owner desires to remove sod, topsoil, trees or shrubbery from the Community there shall be substitute plantings sufficient to prevent bare areas from an aesthetic standpoint. No change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any permanent changes in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental; provided, however, that Owners may place

SPACE RESERVED FOR RECORDING

additional plants, shrubs or trees in the rear yard or patio of a Home."

11. Article XII, Section 22, is hereby deleted and the following inserted in its place and stead:

"Rights of Builder. Notwithstanding any provision in this Declaration to the contrary, including the provision of this Article XII, the Builder shall have the right with respect to the development of the Community to construct buildings and units and other improvements, including landscaping on the Community, and to expand or add to the recreational facilities. The construction of buildings, units and improvements, including the expansion and additions to the recreational facilities shall be of such type, nature, design, size, shape, height, materials and location, including the landscaping, which term shall be defined in its broadest sense as including grass, hedges, vines, trees and the like, as Builder determines in its sole discretion without obtaining consent and approval of the Committee, the Association or its members; provided, however, that the same complies with the applicable building codes and zoning laws of Orange County, Florida in force at that time."

12. Article XII, Section 23, is hereby deleted and the following inserted in its place and stead:

"Disturbances. No owner shall make or permit any disturbing noises on any Lot or in any Home or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Owners. No Owner shall plan upon or suffer to be played any instrumental or vocal music upon any musical instrument or operate or permit to be operated a phonograph or a radio or a television set or other loud speaker in such Owner's Home between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other residents of the Community."

13. Article XV, Section 4, is hereby deleted and the following inserted in its place and stead:

SPACE RESERVED FOR RECORDING

"Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) 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 by an instrument signed by the Owners of sixty-six and two-thirds percent (66  $\frac{2}{3}$ %) or more of the Lots, or by a vote of ninety percent (90%) of a quorum of Owners present in person or by proxy at a duly called regular or special meeting of the members of the Association. Notwithstanding the above, (i) there will be no amendment to the provisions of this Declaration pertaining to the maintenance of Common Open Space without the prior consent of the County; and (ii) Builder will have the right to amend this Declaration pursuant to Article VI without the consent of any Owners and/or mortgagees. Any Amendment must be recorded.

Any amendment to this Declaration which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original conditions, including the water management portions of the Common Open Space, must have the prior approval of the St. Johns River Water Management District."

14. Article XV, Section 5, is hereby deleted and the following inserted in its place and  
stead:

"Builder Amendment Privilege. Notwithstanding anything to the contrary set forth above, the Builder may amend any provisions of this Declaration without the approval or joinder of the Owners or the Association, if required to do so by any local, state or federal governmental agency or to comply with the rules and regulations of the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration or any other similar governmental institutional agency which desires to hold, insure or guarantee a mortgage on all or any part of the Community."

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IN WITNESS WHEREOF, this Second Amendment has been executed as of the day and year first above written.

Witnesses:

"Developer"

LEGACY INVESTMENT CORPORATION,  
a Florida corporation

By:

Charles E. Newman  
Charles E. Newman,  
President

T. Michael Woods  
Printed name: T. Michael Woods

Scott D. Clark  
Printed name: Scott D. Clark

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March, 1996, by Charles E. Newman, as President, of LEGACY INVESTMENT CORPORATION, a Florida corporation, on behalf of the corporation. He

☐ is personally known to me; or  
☒ has produced FLA D.L. as identification.

Scott D. Clark  
Printed name: Scott D. Clark  
Notary Public-State of Florida at Large  
Commission number: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



SCOTT D. CLARK  
MY COMMISSION # CC257034 EXPIRES  
February 3, 1997  
BONDED THRU TROY FAIN INSURANCE, INC.







FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham

Secretary of State

January 4, 1995

NEWMAN & ASSOCIATES PA  
327 N ORANGE AVE  
ORLANDO, FL 32801

The Articles of Incorporation for SHEELER HILLS HOMEOWNERS ASSOCIATION, INC. were filed on January 3, 1995 and assigned document number N95000000025. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

**A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.**

**A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.**

**SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.**

Should you have any questions regarding corporations, please contact this office at the address given below.

Freida Chesser, Corporate Specialist  
New Filings Section

Letter Number: 495A00000171



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SHEELER HILLS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on January 3, 1995, as shown by the records of this office.

The document number of this corporation is N95000000025.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fourth day of January, 1995



CR2EO22 (2-91)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State



ARTICLES OF INCORPORATION  
OF  
SHEELER HILLS HOMEOWNERS ASSOCIATION, INC.  
A NON-PROFIT FLORIDA CORPORATION

FILED  
1995 JAN -3 PM 1:04  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

ARTICLE ONE

NAME: The name of the corporation is SHEELER HILLS HOMEOWNERS ASSOCIATION, INC. The mailing address of the Corporation shall be 327 North Orange Avenue, Orlando, Florida 32801.

ARTICLE TWO

DURATION: The term of existence of the Corporation is perpetual; and the corporate existence will commence upon the filing and approval of these articles by the Secretary of the State of Florida.

ARTICLE THREE

PURPOSES: The purposes for which this corporation is formed are:

- (1) The specific and primary purpose is a landowners association to manage and operate common areas of the Sheeler Hills Subdivision in Apopka, Florida for the exclusive benefit of the members of the corporation.
- (2) The general purposes and powers are:
  - (a) To manage, operate, construct, improve, maintain, repair, promote and enhance the subdivision common area and grounds and all usual and necessary accessories thereto.
  - (b) To purchase, lease, or otherwise acquire, improve, construct, own, hold, use, maintain, operate, exchange, encumber, sell, convey, let, mortgage, bond, assign, or otherwise dispose of, real and personal property of every kind, nature, or description, as may be necessary or desirable to promote the primary purpose of this corporation.
  - (c) To make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, corporation, municipality, state, government, or municipal or political subdivision.
  - (d) To associate itself with other persons, corporate or natural, for the purpose of becoming a member of, and otherwise associating itself with other corporations, or associations of a similar or like nature.

- (e) To collect donations, dues, fees, rents, subscriptions, and other revenues to the advantage of the corporation.
- (f) To do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of this corporation.
- (g) To have and exercise all the rights and powers conferred on non-profit corporations under Florida law, as such law is now in effect or may at any time hereafter be amended.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in no way limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers.

- (3) Notwithstanding any of the foregoing statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation as set forth in Paragraph (1) of this Article Three, and nothing contained in the foregoing statement of purposes shall be construed to authorize this corporation to carry on any activity for the profit of its members, or to distribute any gains, profits, or dividends to its members as such, except for distribution of assets on dissolution and winding up.

#### ARTICLE FOUR

DIRECTORS: There shall be six members of the initial Board of Directors of the Corporation. The names and street addresses of the persons who are to serve as Directors until his or her successor has been duly qualified and elected are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Charles E. Newman	327 N. Orange Avenue Orlando, FL 32801
Carolyn L. Newman	327 N. Orange Avenue Orlando, FL 32801
Edmond R. Henderson	327 N. Orange Avenue Orlando, FL 32801
Charles E. Newman, Jr.	327 N. Orange Avenue Orlando, FL 32801
Joy L. Henderson	327 N. Orange Avenue Orlando, FL 32801
Edmond R. Henderson, Jr.	327 N. Orange Avenue Orlando, FL 32801

#### ARTICLE FIVE

REGISTERED OFFICE AND AGENT: The initial registered office of the Corporation shall be located at 327 North Orange Avenue, Orlando, Florida 32801. The initial registered agent of the Corporation at that address will be Charles E. Newman.

#### ARTICLE SIX

MEMBERS: The Corporation shall have members. Members of the Corporation will be required to meet and maintain the following qualifications:

- (1) A member shall be a record owner of a fee simple of a lot, according to the Plat thereof, Public Records of Orange County, Florida, excluding those having such interest merely as security for the performance of an obligation.
- (2) Joint owners of a lot shall be collectively deemed one member.
- (3) Membership shall be appurtenant to and may not be separated from ownership of the lot which is subject to assessment, pursuant to the Declaration of Covenants, Conditions and Restrictions for Sheeler Hills Homeowners Association, Inc., dated December 30, 1994.

Each person or entity meeting such qualifications will be immediately admitted as a member of this Corporation.

#### ARTICLE SEVEN

INCORPORATOR: The name and street address of the subscriber of the Articles of Incorporation:

<u>NAME</u>	<u>ADDRESS</u>
Charles E. Newman	327 N. Orange Avenue Orlando, Florida 32801

#### ARTICLE EIGHT

INITIAL OFFICERS: The name of each initial officer of the Corporation and the office he holds are as follows:

<u>NAME</u>	<u>OFFICE</u>
Charles E. Newman	President
Carolyn L. Newman	Vice President
Edmond R. Henderson	Secretary
Edmond R. Henderson, Jr.	Treasurer

The initial officers shall serve until his successor has been duly elected and qualified.

ARTICLE NINE

CONDUCT OF CORPORATE AFFAIRS: The affairs of this Corporation shall be conducted by the officers of the Corporation in furtherance of the purposes of the Corporation.

ARTICLE TEN

AMENDMENTS TO THE ARTICLES OF INCORPORATION: These Articles of Incorporation may be amended from time to time in the manner prescribed by the laws of the State of Florida in effect at that time, and upon adoption of the proposed amendment receiving the affirmative vote of a majority of the votes of members entitled to vote. Upon the filing of the Articles of Amendment with the Secretary of the State of Florida, the amendment shall become effective and the Articles of Incorporation shall be deemed to be amended accordingly.

ARTICLE ELEVEN

BYLAWS: The members of this Corporation may make, alter and/or rescind the Bylaws of this Corporation upon an affirmative vote of at least a majority of the votes of members entitled to vote.

IN WITNESS WHEREOF, we have subscribed our names this 30th day of December, 1994.

  
\_\_\_\_\_  
Charles E. Newman

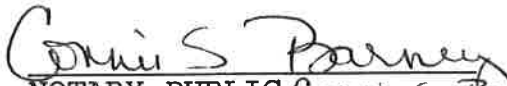
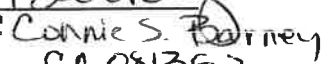


STATE OF FLORIDA

County of Orange

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared CHARLES E. NEWMAN, known to me and known by me to be the person who executed the foregoing ARTICLES OF INCORPORATION, and he acknowledged before me that he executed those ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 30th day of December, 1994.

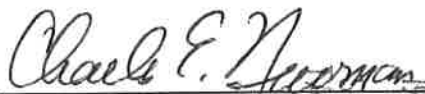
  
NOTARY PUBLIC   
CC 081353  
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEBRUARY 05, 1995  
BONDED THRU HUCKLEBERRY & ASSOCIATES

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

In accordance with Florida Statute 48.091 and Florida Statute 607.034, the following is submitted:

1. That Sheeler Hills Homeowners Association, Inc., a Non-Profit Florida Corporation, desiring to organize under the Laws of the State of Florida, with its principal offices located at 327 North Orange Avenue, Orlando, Florida 32801, has named Charles E. Newman, whose address is the same, as its agent to accept service of process within the State.
2. Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.
3. I am familiar with and accept the obligations of registered agent as set out in Florida Statute 607.325.

  
Charles E. Newman  
327 N. Orange Avenue  
Orlando, Florida 32801  
407-843-6694

RECEIVED  
CLERK OF STATE  
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FLORIDA  
95 JAN -3 PM 1:04

FILED

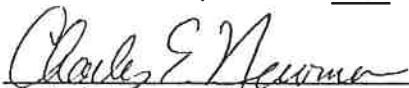
CORPORATE ACTION WITHOUT MEETING  
OF DIRECTORS AND STOCKHOLDERS OF SHEELER  
HILLS HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION

The Board of Directors and Stockholders of SHEELER HILLS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, agreed to the following without a meeting pursuant to Florida Statutes, Chapter 607, sections .0704 and .0821:

1. Amendments to the Articles of Incorporation and to the By-Laws of the corporation are hereby adopted. Copies of such amendments are attached hereto as Composite Exhibit A.

2. The officers of the corporation are authorized and directed to file Amendments to the Articles of Incorporation with the Secretary of State of the State of Florida, Tallahassee, Florida.

DATED, this 9 day of May, 1995.



Charles E. Newman, President  
and Director



Carolyn L. Newman, Vice President  
and Director



Edmond R. Henderson, Secretary  
and Director



ARTICLES OF AMENDMENT  
OF THE  
ARTICLES OF INCORPORATION  
OF  
SHEELER HILLS HOMEOWNERS ASSOCIATION, INC.  
a Florida Corporation

Pursuant to Resolutions of the shareholders and Directors of the Corporation dated June 25, 1993, the following provisions of the Articles of Incorporation of SHEELER HILLS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed in Tallahassee on MAY 9, 1995, be and they hereby are amended in the following particulars:

ARTICLE TWO be and it hereby is amended by adding thereto the following:

*In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.*

ARTICLE THREE be and it hereby is amended by adding thereto the following:

*(h) To operate, maintain and manage the surface water or storm water management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. 42-095-0952 and requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.*

*(i) To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or storm water management system.*

ARTICLE TWELVE be and it hereby is added as follows:

ASSESSMENTS. Assessments by the Corporation shall be used for the maintenance and repair of the Public Areas, the Common Open Space, and the surface water or storm water management systems including but not limited to work within retention areas, drainage structures and drainage easements.

The Foregoing amendment was adopted by the Stockholders and

Directors of the corporation on the 9<sup>th</sup> day of May, 1995.

IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Articles of Amendment this 9<sup>th</sup> day of May, 1995.

SHEELER HILLS HOMEOWNERS ASSOCIATION, INC.

By: Charles E. Newman  
Charles E. Newman, President

ATTEST:

[CORPORATE SEAL]

By: Edmond R. Henderson  
Edmond R. Henderson, Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 1995, by Charles E. Newman, who is personally known to me and who did take an oath.

T. Michael Woods  
Print name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_  
certification No.: \_\_\_\_\_

T. MICHAEL WOODS  
Notary Public, State of Florida  
My comm. expires May 17, 1995  
Comm. No. CC099692

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 1995, by Edmond R. Henderson, who is personally known to me and who did take an oath.

T. Michael Woods  
Print name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_  
certification No.: \_\_\_\_\_

T. MICHAEL WOODS  
Notary Public, State of Florida  
My comm. expires May 17, 1995  
Comm. No. CC099692

AMENDED ARTICLES OF INCORPORATION  
OF  
SHEELER HILLS HOMEOWNERS ASSOCIATION, INC.  
A NON-PROFIT FLORIDA CORPORATION

ARTICLE ONE

NAME: The name of the corporation is SHEELER HILLS HOMEOWNERS ASSOCIATION, INC. The mailing address of the Corporation shall be 327 North Orange Avenue, Orlando, Florida 32801.

ARTICLE TWO

DURATION: The term of existence of the Corporation is perpetual; and the corporate existence will commence upon the filing and approval of these articles by the Secretary of the State of Florida. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE THREE

PURPOSES: The purposes for which this corporation is formed are:

- (1) The specific and primary purpose is a landowners association to manage and operate common areas of the Sheeler Hills Subdivision in Apopka, Florida for the exclusive benefit of the members of the corporation.
- (2) The general purposes and powers are:
  - (a) To manage, operate, construct, improve, maintain, repair, promote and enhance the subdivision common area and grounds and all usual and necessary accessories thereto.
  - (b) To purchase, lease, or otherwise acquire, improve, construct, own, hold, use, maintain, operate, exchange, encumber, sell, convey, let, mortgage, bond, assign, or otherwise dispose of, real and personal property of every kind, nature, or description, as may be necessary or desirable to promote the primary purpose of this corporation.
  - (c) To make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, corporation, municipality, state, government, or municipal or political subdivision.

- (d) To associate itself with other persons, corporate or natural, for the purpose of becoming a member of, and otherwise associating itself with other corporations, or associations of a similar or like nature.
- (e) To collect donations, dues, fees, rents, subscriptions, and other revenues to the advantage of the corporation.
- (f) To do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of this corporation.
- (g) To have and exercise all the rights and powers conferred on non-profit corporations under Florida law, as such law is now in effect or may at any time hereafter be amended.
- (h) To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. \_\_\_\_\_ requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.
- (i) To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in no way limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers.

- (3) Notwithstanding any of the foregoing statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation as set forth in Paragraph (1) of this Article Three, and nothing contained in the foregoing statement of purposes shall be construed to authorize this corporation to carry on any activity for the profit of its members, or to distribute any gains, profits, or dividends to its members as such, except for distribution of assets on dissolution and winding up.

#### ARTICLE FOUR

DIRECTORS: There shall be six members of the initial Board of Directors of the Corporation. The names and street addresses of the persons who are to serve as Directors until his or her successor has been duly qualified and elected are as follows:



<u>NAME</u>	<u>ADDRESS</u>
Charles E. Newman	327 N. Orange Avenue Orlando, FL 32801
Carolyn L. Newman	327 N. Orange Avenue Orlando, FL 32801
Edmond R. Henderson	327 N. Orange Avenue Orlando, FL 32801
Charles E. Newman, Jr.	327 N. Orange Avenue Orlando, FL 32801
Joy L. Henderson	327 N. Orange Avenue Orlando, FL 32801
Edmond R. Henderson, Jr.	327 N. Orange Avenue Orlando, FL 32801

#### ARTICLE FIVE

REGISTERED OFFICE AND AGENT: The initial registered office of the Corporation shall be located at 327 North Orange Avenue, Orlando, Florida 32801. The initial registered agent of the Corporation at that address will be Charles E. Newman.

#### ARTICLE SIX

MEMBERS: The Corporation shall have members. Members of the Corporation will be required to meet and maintain the following qualifications:

- (1) A member shall be a record owner of a fee simple of a lot, according to the Plat thereof, Public Records of Orange County, Florida, excluding those having such interest merely as security for the performance of an obligation.
- (2) Joint owners of a lot shall be collectively deemed one member.
- (3) Membership shall be appurtenant to and may not be separated from ownership of the lot which is subject to assessment, pursuant to the Declaration of Covenants, Conditions and Restrictions for Sheeler Hills Homeowners Association, Inc., dated December 30, 1994.

Each person or entity meeting such qualifications will be immediately admitted as a member of this Corporation.

#### ARTICLE SEVEN

INCORPORATOR: The name and street address of the subscriber of the Articles of Incorporation:

<u>NAME</u>	<u>ADDRESS</u>
Charles E. Newman	327 N. Orange Avenue Orlando, Florida 32801

#### ARTICLE EIGHT

INITIAL OFFICERS: The name of each initial officer of the Corporation and the office he holds are as follows:

<u>NAME</u>	<u>OFFICE</u>
Charles E. Newman	President
Carolyn L. Newman	Vice President
Edmond R. Henderson	Secretary
Edmond R. Henderson, Jr.	Treasurer

The initial officers shall serve until his successor has been duly elected and qualified.

#### ARTICLE NINE

CONDUCT OF CORPORATE AFFAIRS: The affairs of this Corporation shall be conducted by the officers of the Corporation in furtherance of the purposes of the Corporation.

#### ARTICLE TEN

AMENDMENTS TO THE ARTICLES OF INCORPORATION: These Articles of Incorporation may be amended from time to time in the manner prescribed by the laws of the State of Florida in effect at that time, and upon adoption of the proposed amendment receiving the affirmative vote of a majority of the votes of members entitled to vote. Upon the filing of the Articles of Amendment with the Secretary of the State of Florida, the amendment shall become effective and the Articles of Incorporation shall be deemed to be amended accordingly.


#### ARTICLE ELEVEN

BYLAWS: The members of this Corporation may make, alter and/or rescind the Bylaws of this Corporation upon an affirmative vote of at least a majority of the votes of members entitled to vote.

#### ARTICLE TWELVE

ASSESSMENTS: The assessments shall be used for the 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.

IN WITNESS WHEREOF, we have subscribed our names this 30th day of December, 1994.

  
Charles E. Newman

STATE OF FLORIDA

County of Orange

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared CHARLES E. NEWMAN, known to me and known by me to be the person who executed the foregoing ARTICLES OF INCORPORATION, and he acknowledged before me that he executed those ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 9th day of May, 1995.

  
NOTARY PUBLIC


My commission expires:

T. MICHAEL WOODS  
Notary Public, State of Florida  
My comm. expires May 17, 1995  
Comm. No. CC099692

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

In accordance with Florida Statute 48.091 and Florida Statute 607.034, the following is submitted:

1. That Sheeler Hills Homeowners Association, Inc., a Non-Profit Florida Corporation, desiring to organize under the Laws of the State of Florida, with its principal offices located at 327 North Orange Avenue, Orlando, Florida 32801, has named Charles E. Newman, whose address is the same, as its agent to accept service of process within the State.
2. Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.
3. I am familiar with and accept the obligations of registered agent as set out in Florida Statute 607.325.

  
\_\_\_\_\_  
Charles E. Newman  
327 N. Orange Avenue  
Orlando, Florida 32801  
407-843-6694

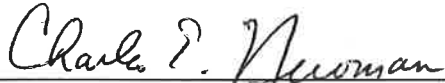
CORPORATE ACTION WITHOUT MEETING  
OF DIRECTORS AND STOCKHOLDERS OF SHEELER  
HILLS HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION

The Board of Directors and Stockholders of SHEELER HILLS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, agreed to the following without a meeting pursuant to Florida Statutes, Chapter 607, sections .0704 and .0821:

1. Amendments to the Declaration filed August 11, 1995, in Official Records Book 3929, page 3373, of the public records of Orange County, Florida, the Articles of Incorporation and By-Laws of the corporation are hereby adopted. Copies of such amendments are attached hereto as Composite Exhibit A.

2. The officers of the corporation are authorized and directed to file Amendments to the Articles of Incorporation with the Secretary of State of the State of Florida, Tallahassee, Florida.

DATED, this 6th day of October, 1995.



Charles E. Newman, President  
and Director



Carolyn L. Newman, Vice President  
and Director



Edmond R. Henderson, Secretary  
and Director

**ACTION BY SHAREHOLDERS AND DIRECTORS WITHOUT A MEETING  
PURSUANT TO F. S. CHAPS. 607.0704 and 607.0821  
of  
Legacy Investment Corporation  
a Florida Corporation**

On the 29th day of March, 1996, the undersigned, being all of the Shareholders and Directors of Legacy Investment Corporation, a Florida Corporation (hereinafter called "the corporation"), took the following action without a meeting:

**BE IT RESOLVED**, that the terms of the contract for sale and purchase between the corporation and Sheeler Hills, Ltd., dated February 5, 1996, are hereby approved, and the corporation shall sell for the cash sum of ONE MILLION, TWO HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$1,230,000.00), pursuant to said contract, the following real property of the corporation:

**All of SHEELER HILLS, according to the Plat thereof recorded in Plat Book 34, pages 150, 151, and 152. LESS AND EXCEPT the following thereof: Lots 4, 5, 6, 13, 14, 21, 51, 64 and Tract C.**

**RESOLVED FURTHER**, The above described property constitutes all or substantially all of the assets of the corporation; however:

1. the Board of Directors of the Corporation have recommended the sale to the shareholders;
2. all of the shareholders entitled to vote have, by their signatures hereon, have approved the sale, and
3. this action by shareholders does not change the amount or kind of shares, securities, cash, property, or rights to be received in exchange for the corporation's property, or change any other terms or conditions of the transaction if such change would materially and adversely affect the shareholders of the corporation.

**RESOLVED FURTHER**, that by their signatures, the stockholders hereby waive compliance with the requirement of Notice and Meeting set forth in Florida Statutes Chap. 607.1202(4), and acknowledge that the Contract for Sale and Purchase does not prohibit abandonment of the planned transaction without shareholder approval.

**RESOLVED FURTHER**, that Charles E. Newman, as President of the Corporation (Designee") be and is hereby authorized for and on behalf of and in the name of the corporation, to execute all documentation and take such other action as may be required by


Sheeler Hills, Ltd. ("Buyer"), First American Title Insurance Company ("Title Insurer") in connection with the consummation of a sale of real property described on Exhibit A attached hereto, including but not limited to deeds, affidavits, closing statement, and any other documents which the corporation may be legally required to execute, and to take any and all action deemed expedient, in the sole and absolute discretion of the Designee, to consummate the sale;


**RESOLVED FURTHER**, that those actions taken by the officers of the Corporation in good faith and in a manner reasonably believed to be both lawful and in, or not opposed to, the best interests of the Corporation, during the period since the date of the last preceding general ratification resolution of the directors, be, and the same are hereby ratified, confirmed, and approved in all respects;

**RESOLVED FURTHER**, that the Buyer be and is hereby authorized and direct to pay the proceeds of the sale which are payable to the corporation as directed by the Designee without the necessity to look to the use of those proceeds;

**RESOLVED FURTHER**, that this resolution shall continue in force and effect and the Buyer may consider the Designee as continuing to have the authority set forth herein until notice to the contrary in writing is duly served on the Buyer, but such notice shall in no way affect the rights of the Buyer relating to actions previously taken or disbursement previously made, and the effect of such notice shall be prospective only.

Dated this day and year first above written.

  
\_\_\_\_\_  
Charles E. Newman, Shareholder

  
\_\_\_\_\_  
Edmond R. Henderson, Shareholder

## RESIGNATION OF OFFICERS AND DIRECTORS

The undersigned, being all the duly elected or appointed officers and Directors of the Sheeler Hills Homeowners Association, Inc., and all of the members of the Architectural Control Committee established pursuant to Article VIII, Section 1, of the Declaration governing Sheeler Hills as recorded in Official Records Book 4929, Page 3373, as amended by Amendment recorded October 13, 1995 in Official Records Book 4959, Page 1405, both of the Public Records of Orange County, Florida, do hereby resign from the positions described below.

DATED this 29<sup>th</sup> day of March, 1996.

### Association Directors

Charles F. Neuman  
Ed Hemen  
Carolyn L. Neuman  
\_\_\_\_\_

### Association Officers

Charles F. Neuman  
President

Carolyn L. Neuman  
Vice President

✓ Ed Hemen  
Secretary

✓ Ed Hemen  
Treasurer

### Architectural Control Committee

✓ Charles F. Neuman  
Ed Hemen  
\_\_\_\_\_  
\_\_\_\_\_



BYLAWS  
OF  
SHEELER HILLS HOMEOWNERS ASSOCIATION, INC.

A Florida Corporation Not for Profit

1. Identity. These are the Bylaws of SHEELER HILLS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the Association. The Articles of Incorporation of the Association were filed in the office of and approved by the Secretary of State of Florida, on January 3, 1995. The Association has been organized for the purpose of administering a property owners association pursuant to Chapter 617, Florida Statutes, the Florida Not for Profit Corporation Act, hereinafter referred to as the Act, for a project known as SHEELER HILLS, which is located upon land in Orange County, Florida, which is more particularly described in Exhibit "A" attached hereto.

1.1 Principal Office. The principal office of the Association shall be at 327 N. Orange Avenue, Orlando, Florida 32801 or such location as may be designated by the Board of Directors. The mailing address of the Association is 327 N. Orange Avenue, Orlando, Florida 32801.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit" and the year of incorporation.

2. Membership and Voting.

2.1 Membership. The Members of the Association shall consist of every person or entity having of record a vested ownership interest in a lot within SHEELER HILLS. Membership shall be appurtenant to and may not be separated from ownership of any lot

to which it is appurtenant.

2.2 Changes in Membership. Changes of membership in the Association shall be established by recording in the Public Records of Orange County, Florida a deed or other instrument establishing a record ownership interest in a lot in SHEELER HILLS and delivering to the Association a certified copy of such instrument. The Owner or Owners designated by such instrument shall thereupon become a Member of the Association and the membership of the prior Owner of such parcel shall be simultaneously terminated.

2.3 Voting. For purposes of voting, the Association shall have two (2) classes of membership as follows:

Class A: Class A Members shall be all Members other than the Developer, LEGACY INVESTMENT CORPORATION and its successors and assigns, and such Members shall be entitled to one (1) vote for each lot owned; provided, however, that when more than one (1) person owns an interest in a lot, all of such persons together shall be entitled to no more than one (1) vote with respect to each lot owned by them, and such vote shall be exercised as they among themselves determine; provided further, however, that such persons shall designate in writing delivered to the Secretary of the Association one (1) person who shall be authorized to exercise the vote to which such persons are entitled.

Class B: The Class B Member shall be the Developer, LEGACY INVESTMENT CORPORATION and its successors and assigns. The Class B Membership shall cease when all of the lots that will be operated ultimately by the Association have been sold. The Class B Members shall be entitled to elect two-thirds (2/3rds) of the Directors of the Association as long as the Developer owns one lot in SHEELER HILLS.

### 3. Membership Meetings.

3.1 Annual Meetings. The general membership of the

Association shall meet in regular sessions once annually in Orange County, Florida, at a location reasonably convenient to all of the Members at a time selected by the Initial Directors for the purpose of electing Directors of the Association in accordance with the provisions of the Articles of Incorporation and these Bylaws of the Association, and for such other purposes as may be stated in the notice of such annual meeting which is sent to the Members of the Association pursuant to these Bylaws. The annual meeting of the general membership of the Association shall be held not later than the first anniversary date of the conveyance by the Developers of the first lot in SHEELER HILLS.

3.2 Special Meeting. Special meetings of the general membership of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from the Class B member of the Association or upon receipt of a written request from seventy percent (70%) of the Class A members.

3.3 Notice of Membership Meeting. Notice of all meetings of the general membership of the Association stating the time and place of the meeting and the objects and purposes for which such meeting is called shall be given by the President, Vice President or Secretary of the Association unless such notice is waived in writing either before or after such meeting. Such notice shall be in writing to each Member at his last known address as it appears on the books of the Association and shall be mailed by regular mail not less than ten (10) nor more than sixty (60) days prior to the date of the meeting. In the event of a dispute as to whether or not the required notice was mailed, proof of such mailing shall be given by affidavit of the person giving notice and such proof shall be conclusive evidence of its mailing. Such notice

shall also be posted at a conspicuous place at SHEELER HILLS at least ten (10) days prior to the date of the meeting.

3.4 Quorum. A quorum for the transaction of any business at a regular or any special meeting of the Members of this Association shall be the presence, in person or by proxy, of the Class B member.

3.5 Proxies. Votes may be cast in person or by proxy. A proxy may be made or given by any person entitled to vote and shall be voted only for the particular meeting designated in the proxy. Proxies must be in writing and must be filed with the Secretary of the Association prior to the commencement of the meeting at which any such proxy is intended to be exercised. Proxies shall be revocable and shall automatically cease upon the cessation of membership due to the conveyance of a Member's ownership interest in his parcel.

3.6 Adjourned Meetings. If any meeting of Members cannot be organized because a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time, subject to the aforesaid notice requirement, until a quorum is present.

3.7 Order of Business. At any annual meeting of Members, and at any special meeting of Members when applicable, the order of business shall, as far as is practicable, be as follows:

- a. Election of Chairman;
- b. Calling of the roll and certification of proxies;
- c. Reading of last minutes;
- d. Approval of changes in last minutes;
- e. Reports of Officers;
- f. Reports of committees, if any;
- g. Election of Directors;

- h. Unfinished Business;
- i. New business;
- j. Adjournment.

3.8 Waiver of Notice. Any Member may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.9 Chairman. The President of the Association shall serve as the Chairman of all meetings of the Members. In the absence of the President, the Chairman of the Board of Directors shall preside. If neither the President nor the Chairman of the Board is present, the Members shall elect a Chairman as the first order of business.

3.10 Minutes. Minutes of all meetings of lot owners shall be kept in a business-like manner and available for inspection by lot owners and board members at all reasonable times.

3.11 Proviso. If the Developer, who is the sole Class B member, holds at least one lot for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- a. Assessment of the Developer as a lot owner for capital improvements; provided, however, this shall not prevent the pro rata assessment of the Developer for maintenance of roadways, drainage, stormwater management areas and recreational areas.
- b. Any action by the Association that would be detrimental to the sales of lots by the Developer; provided, however, that an increase in assessments for maintenance of drainage stormwater management areas and recreational areas without discrimination against the Developer shall not be deemed to be detrimental to the sales of lots.

#### 4. Directors.

4.1 Management. The affairs of the Association shall be managed by a Board of not less than three (3) Directors, who need not be Members of the Association.

4.2 Change of Number. The number of Directors may be increased or decreased from time to time by amendment to these Bylaws but shall never be less than three (3).

4.3 Term. Directors shall be elected at the annual meeting of the membership of the Association except for the initial Directors specified in the Articles of Incorporation who shall hold office until their successors are elected. Directors shall be elected for a term of one (1) year.

4.4 Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation, these Bylaws and the Declaration of Restrictions. So long as Class B membership exists by virtue of Section 2.3 of these Bylaws, the Class A Members shall have the right to elect one-third (1/3rd) of the Directors and the Class B Members shall have the right to elect two-thirds (2/3rds) of the Directors. The persons receiving the largest number of votes in each class shall be elected. To the extent permitted by law, cumulative voting shall be permitted.

4.5 Nomination. Nomination for election of the Class A member of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Class A Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to

the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers of the Association. This paragraph relates only to the nomination of the one Class A member; the two Class B members of the Board of Directors shall be nominated and elected by a written directive of the Class B member.

4.6 Removal. Any Class A director may be removed from the Board, with or without cause, by a majority of the votes cast in person or by proxy by the Class A members, at any regular or special meeting of Members. The vacancy in the Board of Directors so created shall be filled by a special election for a new Class A member.

4.7 Vacancies. Except as to vacancies created by removal of a Class A Director by the Members, vacancies in the Board of Directors occurring between annual meetings of the Members shall be filled by the written directive of the Class B member.

4.8 Right to Elect. Within sixty (60) days after Class B membership ceases, the Association shall call and give not less than ten (10) days nor more than sixty (60) days notice of a meeting of the Class A members for the purpose of electing two new directors to replace the two directors formerly appointed by the Class B member.

4.9 Organizational Meeting. The organizational meeting of the Board of Directors shall be held within ten (10) days of each annual election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

4.10 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, at least forty-eight hours prior to the time stated for such meeting.

4.11 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two-thirds (2/3rds) of the Directors. Not less than forty-eight (48) hours notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

4.12 Open to Members. Meetings of the Board of Directors shall be open to all lot owners and notice of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of lot owners.

4.13 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.14 Quorum. A quorum at meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of all Directors shall constitute the acts of the Board of Directors.

4.15 Adjourned Meetings. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meetings, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.16 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum



and for the purpose of voting on said issue.

4.17 Presiding Officer. The person presiding at meetings of the Directors shall be the Chairman of the Board, if such has been elected; and, if no Chairman of the Board has been elected, the President shall preside. If neither the Chairman nor the President are present, the Directors present shall designate one (1) of their number to preside.

4.18 Order of Business. The order of business at meetings of the Directors shall be as follows:

- a. Calling of the roll.
- b. Proof of due notice or waiver of notice of the meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of Officers and committees.
- e. Election of Officers.
- f. Unfinished business.
- g. New business.
- h. Adjournment.

4.19 Compensation. Fees of Directors, if any, shall be determined by the Board of Directors.

4.20 Minutes. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and available for inspection by lot owners and board members at all reasonable times.

5. Powers and Duties of the Board of Directors. In furtherance of the stated objectives of this Association, the Board of Directors shall have and shall exercise all power and authority and perform all duties vested in and delegated to or imposed upon the Directors by the common and statutory law of the State of Florida, including Chapters 617 and 607, Florida Statutes, and such powers as are granted to the Board of Directors, either directly or indirectly, by the Restrictions, the Articles of Incorporation and

these Bylaws and whether or not provided therein (unless expressly reserved to the membership) the Association shall have the power to:

A. Determine the amount of and levy, collect and enforce Assessments as called for in and in accordance with the Declaration of Restrictions filed in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the public records of ORANGE COUNTY, Florida (the "Restrictions").

B. Adopt and publish rules and regulations governing the use of the roads, drainage facilities, stormwater management areas, lakes, utilities and recreational areas located in SHEELER HILLS and the personal conduct of the Members and their guests, and to establish penalties for the infraction thereof.

C. Suspend the voting rights and right to use of the lakes and recreational facilities, if any, of a Member during any period in which such member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.

D. Employ a manager, an independent contractor, or other such employees as they deem necessary, and to prescribe their duties, and to see to it that they are properly performed.

E. Cause all areas of SHEELER HILLS under the management of the Association to be maintained, repaired or replaced as necessary.

## 6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, one or more Vice Presidents, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors, and who may be pre-emptorily removed with or without cause by vote of the Directors at any meeting. Any vacancies in those offices, whether caused by death, resignation,

disqualification, or otherwise may be filled by the Board of Directors at a special meeting called for that purpose. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the board shall find to be required in the management of the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the Members from time to time as he in his discretion may determine appropriate to assist in the conduct of the affairs of the Association. It shall be his duty to see to it that orders and resolutions of the Board of Directors are carried out. He shall sign all corporate documents and shall cosign with another officer all corporate checks and promissory notes.

6.3 Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors or the president. If so directed by the Board, he may also occupy the position of Treasurer.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association and shall perform all other duties incident to the office of Secretary of an association and as may be required by the

Directors or the President. If so directed by the Board, he may also occupy the position of Treasurer.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incidental to the office of Treasurer as prescribed by the Board of Directors or the President.

6.6 Compensation. The compensation, if any, of all Officers and employees of the Association shall be fixed by the Directors.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Restrictions and Articles of Incorporation shall be supplemented by the following provisions:

7.1 Accounting Records. The Association will maintain accounting records according to good accounting practices which shall be open to inspection by lot owners or their authorized representatives at reasonable times. Such records shall include:

- a. A record of all receipts and expenditures.
- b. An account for each lot which shall designate the name and address of the lot owner, the amount of each Assessment, the amounts paid upon the account and the balance due.

7.2 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate.

- a. Current Receipts and Expenses, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of each year shall be applied to increase the Reserve Fund or Betterments Fund described below.
- b. Reserve Fund for Deferred Maintenance and

Replacement, which shall include funds for maintenance items that occur less frequently than annually, and for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

- c. Betterments Fund, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of SHEELER HILLS.

7.3 Annual Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the expenses of the Association for that year and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices and in such a manner as to avoid income tax liability to the Association and/or lot owners as follows:

- a. Current Receipts and Expenses.
- b. Reserve fund for deferred maintenance and replacement.
- c. Betterments Fund.
- d. A copy of a proposed annual budget shall be mailed to the lot owners not less than ten (10) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The lot owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the lot owners. The amount of each year's annual assessment shall be determined at said meeting by the Class B members. At such time as Class B membership ceases, the annual assessment shall be determined at said meeting by the affirmative vote of a majority of the Association's members, multiplied by the number of lots owned by members present, in person or by proxy, at said meeting.

7.4 Assessments. Assessments of lot owners for the first year shall be One Hundred Dollars (\$100.00) per year for each lot, to be assessed at the closing of each lot. Thereafter, assessments against the parcel owners for their share of the items of the budget shall be made for each calendar year during the month

of January. Such Assessments shall be due and payable in one annual installment on the last day of January during the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior annual Assessment, and payment of such Assessment shall be due upon the last day of January of each year until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. The unpaid Assessment for the remaining portion of the calendar year for which an amended Assessment is made shall be due and payable on the last day of the calendar month during which the amended assessment was made.

7.5 Bank. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.6 Bonds. The Board of Directors shall require and obtain adequate fidelity bonds for all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall not be less than one-half (1/2) of the amount of the total annual Assessment against Members. The premiums on such bonds shall be paid by the Association.

8. Regulations. The Board of Directors of the Association shall from time to time make, adopt, amend and endorse reasonable rules and regulations respecting the use of property in SHEELER HILLS and any property in which the Association owns an interest. Such rules and regulations shall include those set forth in the Restrictions.

9. Parliamentary Rules. Roberts' Rules of Order (latest

edition) shall govern the conduct of Association meetings when not in conflict with the Restrictions, the Articles of Incorporation or these Bylaws.

SHEELER HILLS HOMEOWNERS ASSOCIATION, INC.

By: Charles E. Kuoma  
President

Attest: Ed Hone  
Secretary





AMENDED BYLAWS  
OF  
SHEELER HILLS HOMEOWNERS ASSOCIATION, INC.  
A Florida Corporation Not for Profit

1. Identity. These are the Bylaws of SHEELER HILLS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the Association. The Articles of Incorporation of the Association were filed in the office of and approved by the Secretary of State of Florida, on January 3, 1995. The Association has been organized for the purpose of administering a property owners association pursuant to Chapter 617, Florida Statutes, the Florida Not for Profit Corporation Act, hereinafter referred to as the Act, for a project known as SHEELER HILLS, which is located upon land in Orange County, Florida, which is more particularly described in Exhibit "A" attached hereto.

1.1 Principal Office. The principal office of the Association shall be at 327 N. Orange Avenue, Orlando, Florida 32801 or such location as may be designated by the Board of Directors. The mailing address of the Association is 327 N. Orange Avenue, Orlando, Florida 32801.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit" and the year of incorporation.

2. Membership and Voting.

2.1 Membership. The Members of the Association shall consist of every person or entity having of record a vested ownership interest in a lot within SHEELER HILLS. Membership shall be appurtenant to and may not be separated from ownership of any lot

to which it is appurtenant.

2.2 Changes in Membership. Changes of membership in the Association shall be established by recording in the Public Records of Orange County, Florida a deed or other instrument establishing a record ownership interest in a lot in SHEELER HILLS and delivering to the Association a certified copy of such instrument. The Owner or Owners designated by such instrument shall thereupon become a Member of the Association and the membership of the prior Owner of such parcel shall be simultaneously terminated.

2.3 Voting. For purposes of voting, the Association shall have two (2) classes of membership as follows:

Class A: Class A Members shall be all Members other than the Developer, LEGACY INVESTMENT CORPORATION and its successors and assigns, and such Members shall be entitled to one (1) vote for each lot owned; provided, however, that when more than one (1) person owns an interest in a lot, all of such persons together shall be entitled to no more than one (1) vote with respect to each lot owned by them, and such vote shall be exercised as they among themselves determine; provided further, however, that such persons shall designate in writing delivered to the Secretary of the Association one (1) person who shall be authorized to exercise the vote to which such persons are entitled.

Class B: The Class B Member shall be the Developer, LEGACY INVESTMENT CORPORATION, its successors and assigns, and any Builder as defined in the Declaration of Restrictions and any amendments thereto. The Class B Membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- a. when 75% of the lots are deeded to homeowners.
- b. December 31, 2000.

The Class B Members shall be entitled to three votes for each lot owned.

3. Membership Meetings.

3.1 Annual Meetings. The general membership of the Association shall meet in regular sessions once annually in Orange County, Florida, at a location reasonably convenient to all of the Members at a time selected by the Initial Directors for the purpose of electing Directors of the Association in accordance with the provisions of the Articles of Incorporation and these Bylaws of the Association, and for such other purposes as may be stated in the notice of such annual meeting which is sent to the Members of the Association pursuant to these Bylaws. The annual meeting of the general membership of the Association shall be held not later than the first anniversary date of the conveyance by the Developers of the first lot in SHEELER HILLS.

3.2 Special Meeting. Special meetings of the general membership of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from the Class B member of the Association or upon receipt of a written request from seventy percent (70%) of the Class A members.

3.3 Notice of Membership Meeting. Notice of all meetings of the general membership of the Association stating the time and place of the meeting and the objects and purposes for which such meeting is called shall be given by the President, Vice President or Secretary of the Association unless such notice is waived in writing either before or after such meeting. Such notice shall be in writing to each Member at his last known address as it appears on the books of the Association and shall be mailed by regular mail not less than ten (10) nor more than sixty (60) days prior to the date of the meeting. In the event of a dispute as to whether or not the required notice was mailed, proof of such mailing

shall be given by affidavit of the person giving notice and such proof shall be conclusive evidence of its mailing. Such notice shall also be posted at a conspicuous place at SHEELER HILLS at least ten (10) days prior to the date of the meeting.

3.4 Quorum. A quorum for the transaction of any business at a regular or any special meeting of the Members of this Association shall be the presence, in person or by proxy, of the Class B member.

3.5 Proxies. Votes may be cast in person or by proxy. A proxy may be made or given by any person entitled to vote and shall be voted only for the particular meeting designated in the proxy. Proxies must be in writing and must be filed with the Secretary of the Association prior to the commencement of the meeting at which any such proxy is intended to be exercised. Proxies shall be revocable and shall automatically cease upon the cessation of membership due to the conveyance of a Member's ownership interest in his parcel.

3.6 Adjourned Meetings. If any meeting of Members cannot be organized because a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time, subject to the aforesaid notice requirement, until a quorum is present.

3.7 Order of Business. At any annual meeting of Members, and at any special meeting of Members when applicable, the order of business shall, as far as is practicable, be as follows:

- a. Election of Chairman;
- b. Calling of the roll and certification of proxies;
- c. Reading of last minutes;
- d. Approval of changes in last minutes;
- e. Reports of Officers;

- f. Reports of committees, if any;
- g. Election of Directors;
- h. Unfinished Business;
- i. New business;
- j. Adjournment.

3.8 Waiver of Notice. Any Member may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.9 Chairman. The President of the Association shall serve as the Chairman of all meetings of the Members. In the absence of the President, the Chairman of the Board of Directors shall preside. If neither the President nor the Chairman of the Board is present, the Members shall elect a Chairman as the first order of business.

3.10 Minutes. Minutes of all meetings of lot owners shall be kept in a business-like manner and available for inspection by lot owners and board members at all reasonable times.

3.11 Proviso. If the Developer, who is the sole Class B member, holds at least one lot for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- a. Assessment of the Developer as a lot owner for capital improvements; provided, however, this shall not prevent the pro rata assessment of the Developer for maintenance of roadways, drainage, stormwater management areas and recreational areas.
- b. Any action by the Association that would be detrimental to the sales of lots by the Developer; provided, however, that an increase in assessments for maintenance of drainage stormwater management areas and recreational areas without discrimination against the Developer shall not be deemed to be detrimental to the sales of lots.

#### 4. Directors.

4.1 Management. The affairs of the Association shall

be managed by a Board of not less than three (3) Directors, who need not be Members of the Association.

4.2 Change of Number. The number of Directors may be increased or decreased from time to time by amendment to these Bylaws but shall never be less than three (3).

4.3 Term. Directors shall be elected at the annual meeting of the membership of the Association except for the initial Directors specified in the Articles of Incorporation who shall hold office until their successors are elected. Directors shall be elected for a term of one (1) year.

4.4 Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation, these Bylaws and the Declaration of Restrictions. So long as Class B membership exists by virtue of Section 2.3 of these Bylaws, the Class A Members shall have the right to elect one-third (1/3rd) of the Directors and the Class B Members shall have the right to elect two-thirds (2/3rds) of the Directors. The persons receiving the largest number of votes in each class shall be elected. To the extent permitted by law, cumulative voting shall be permitted.

4.5 Nomination. Nomination for election of the Class A member of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Class A Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such

appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers of the Association. This paragraph relates only to the nomination of the one Class A member; the two Class B members of the Board of Directors shall be nominated and elected by a written directive of the Class B member.

4.6 Removal. Any Class A director may be removed from the Board, with or without cause, by a majority of the votes cast in person or by proxy by the Class A members, at any regular or special meeting of Members. The vacancy in the Board of Directors so created shall be filled by a special election for a new Class A member.

4.7 Vacancies. Except as to vacancies created by removal of a Class A Director by the Members, vacancies in the Board of Directors occurring between annual meetings of the Members shall be filled by the written directive of the Class B member.

4.8 Right to Elect. Within sixty (60) days after Class B membership ceases, the Association shall call and give not less than ten (10) days nor more than sixty (60) days notice of a meeting of the Class A members for the purpose of electing two new directors to replace the two directors formerly appointed by the Class B member.

4.9 Organizational Meeting. The organizational meeting of the Board of Directors shall be held within ten (10) days of each annual election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

4.10 Regular Meetings. Regular meetings of the Board

of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, at least forty-eight hours prior to the time stated for such meeting.

4.11 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two-thirds (2/3rds) of the Directors. Not less than forty-eight (48) hours notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

4.12 Open to Members. Meetings of the Board of Directors shall be open to all lot owners and notice of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of lot owners.

4.13 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.14 Quorum. A quorum at meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of all Directors shall constitute the acts of the Board of Directors.

4.15 Adjourned Meetings. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meetings, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.16 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action taken at a meeting by signing



and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum and for the purpose of voting on said issue.

4.17 Presiding Officer. The person presiding at meetings of the Directors shall be the Chairman of the Board, if such has been elected; and, if no Chairman of the Board has been elected, the President shall preside. If neither the Chairman nor the President are present, the Directors present shall designate one (1) of their number to preside.

4.18 Order of Business. The order of business at meetings of the Directors shall be as follows:

- a. Calling of the roll.
- b. Proof of due notice or waiver of notice of the meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of Officers and committees.
- e. Election of Officers.
- f. Unfinished business.
- g. New business.
- h. Adjournment.

4.19 Compensation. Fees of Directors, if any, shall be determined by the Board of Directors.

4.20 Minutes. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and available for inspection by lot owners and board members at all reasonable times.

5. Powers and Duties of the Board of Directors. In furtherance of the stated objectives of this Association, the Board of Directors shall have and shall exercise all power and authority and perform all duties vested in and delegated to or imposed upon the Directors by the common and statutory law of the State of Florida, including Chapters 617 and 607, Florida Statutes, and such

powers as are granted to the Board of Directors, either directly or indirectly, by the Restrictions, the Articles of Incorporation and these Bylaws and whether or not provided therein (unless expressly reserved to the membership) the Association shall have the power to:

A. Determine the amount of and levy, collect and enforce Assessments as called for in and in accordance with the Declaration of Restrictions filed in Official Records Book 4929, Page 3373, of the public records of ORANGE COUNTY, Florida (the "Restrictions") and any amendments thereto.

B. Adopt and publish rules and regulations governing the use of the roads, drainage facilities, stormwater management areas, lakes, utilities and recreational areas located in SHEELER HILLS and the personal conduct of the Members and their guests, and to establish penalties for the infraction thereof.

C. Suspend the voting rights and right to use of the lakes and recreational facilities, if any, of a Member during any period in which such member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.

D. Employ a manager, an independent contractor, or other such employees as they deem necessary, and to prescribe their duties, and to see to it that they are properly performed.

E. Cause all areas of SHEELER HILLS under the management of the Association to be maintained, repaired or replaced as necessary.

## 6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, one or more Vice Presidents, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors, and who may be pre-emptorily removed with or

without cause by vote of the Directors at any meeting. Any vacancies in those offices, whether caused by death, resignation, disqualification, or otherwise may be filled by the Board of Directors at a special meeting called for that purpose. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the board shall find to be required in the management of the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the Members from time to time as he in his discretion may determine appropriate to assist in the conduct of the affairs of the Association. It shall be his duty to see to it that orders and resolutions of the Board of Directors are carried out. He shall sign all corporate documents and shall cosign with another officer all corporate checks and promissory notes.

6.3 Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors or the president. If so directed by the Board, he may also occupy the position of Treasurer.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the

Association and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. If so directed by the Board, he may also occupy the position of Treasurer.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incidental to the office of Treasurer as prescribed by the Board of Directors or the President.

6.6 Compensation. The compensation, if any, of all Officers and employees of the Association shall be fixed by the Directors.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Restrictions and Articles of Incorporation shall be supplemented by the following provisions:

7.1 Accounting Records. The Association will maintain accounting records according to good accounting practices which shall be open to inspection by lot owners or their authorized representatives at reasonable times. Such records shall include:

- a. A record of all receipts and expenditures.
- b. An account for each lot which shall designate the name and address of the lot owner, the amount of each Assessment, the amounts paid upon the account and the balance due.

7.2 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate.

- a. Current Receipts and Expenses, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of each year shall be applied to increase

the Reserve Fund or Betterments Fund described below.

- b. Reserve Fund for Deferred Maintenance and Replacement, which shall include funds for maintenance items that occur less frequently than annually, and for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- c. Betterments Fund, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of SHEELER HILLS.

7.3 Annual Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the expenses of the Association for that year and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices and in such a manner as to avoid income tax liability to the Association and/or lot owners as follows:

- a. Current Receipts and Expenses.
- b. Reserve fund for deferred maintenance and replacement.
- c. Betterments Fund.
- d. A copy of a proposed annual budget shall be mailed to the lot owners not less than ten (10) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The lot owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the lot owners. The amount of each year's annual assessment shall be determined at said meeting by the Class B members. At such time as Class B membership ceases, the annual assessment shall be determined at said meeting by the affirmative vote of a majority of the Association's members, multiplied by the number of lots owned by members present, in person or by proxy, at said meeting.

7.4 Assessments. The Association may assess the members for the cost of maintaining the Public Areas, the Common Open Space, and the Surface Water and Stormwater Management System,

all as defined in O.R. Book \_\_\_\_\_, page \_\_\_\_\_ of the Public Records of Orange County, Florida, as they may be amended from time-to-time. Assessments of lot owners for the first year shall be One Hundred Dollars (\$100.00) per year for each lot, to be assessed at the closing of each lot. Thereafter, assessments against the parcel owners for their share of the items of the budget shall be made for each calendar year during the month of January. Such Assessments shall be due and payable in one annual installment on the last day of January during the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior annual Assessment, and payment of such Assessment shall be due upon the last day of January of each year until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. The unpaid Assessment for the remaining portion of the calendar year for which an amended Assessment is made shall be due and payable on the last day of the calendar month during which the amended assessment was made.

7.5 Bank. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.6 Bonds. The Board of Directors shall require and obtain adequate fidelity bonds for all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall not be less than one-half (1/2) of the amount of the total annual Assessment against Members. The premiums on such bonds shall be paid by the Association.

8. Regulations. The Board of Directors of the Association

shall from time to time make, adopt, amend and endorse reasonable rules and regulations respecting the use of property in SHEELER HILLS and any property in which the Association owns an interest. Such rules and regulations shall include those set forth in the Restrictions.

9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Restrictions, the Articles of Incorporation or these Bylaws.

10. Amendment. These By-Laws may be amended from time-to-time by a majority vote of the Board of Directors or by a two-thirds (2/3) majority vote of the members. These By-Laws may be repealed and new By-Laws established in the same manner as amendments, and will continue in full force and effect until amended or repealed and replaced by new By-Laws.

SHEELER HILLS HOMEOWNERS ASSOCIATION, INC.

By: Charles E. Newman  
President

Attest: [Signature]  
Secretary

OR Bk 4959 Pg 1424  
Orange Co FL 5389093

Record Verified - Martha O. Haynie

