

ARTICLE X
ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner may impose any additional covenants or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter without the prior written approval of the Board.

ARTICLE XI
AMENDMENT

The holders of at least two-thirds (2/3) of the votes in the Association (without regard to class) may change or amend any provision hereof either (1) by causing the Association to execute and record a written instrument setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same recorded in the Public Records of Polk County; provided, however, that so long as Declarant is in control of the Association and maintains its Class "B" memberships status, Declarant may initiate, adopt and make any amendment to this Declaration without the joinder or consent of any Owner or any other party. Any proposed amendment may be initiated by Declarant, the Association, or petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution, among the Public Records of Polk County.

ARTICLE XII
HUD/FHA/VA AND DISTRICT APPROVAL RIGHTS

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of this Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, any amendment to this Declaration which alters the Master Surface Water Management System beyond maintenance in its original condition, including the surface water management portions of the Common Property, must have the prior approval of the District. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the

operation, maintenance or repair of the Master Surface Water Management System for the Property.

ARTICLE XIII DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records of Polk County, Florida.

ARTICLE XIV ENFORCEMENT

1. Remedies. If any person shall violate or attempt to violate this Declaration, it shall be lawful for Declarant, any Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate this Declaration, (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations, or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built or there shall exist on any Lot any structure, thing or condition which violates this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an individual assessment to be treated and collected as set forth in Article VI, and such entry and abatement or removal shall not be deemed a trespass or make Declarant or Association, or the agents or employees of either, liable for any damages on account thereof. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

The District shall have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to maintenance, operation and repair of the Master Surface Water Management System.

In addition to the enforcement rights of the Declarant and the Association as set forth elsewhere in this Declaration, the District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association, as applicable, to

compel the correction of any outstanding problems with the Master Surface Water Management System which are in violation of Article IX, Section 1 hereof. If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for the operation and maintenance of the Master Surface Water Management System in accordance with the requirements of the District's permit for the Development unless and until an alternative entity assumes responsibility therefor.

2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which other provisions shall remain in full force and effect.

3. Attorneys' Fees. In the event Declarant or any Owner brings suit to enforce any provision hereof or for damages on account of any breach of this Declaration or any warranty, covenant, condition, requirement or obligation contained herein, Declarant or any other Owner will be entitled to recover from the other party(ies), in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation, including without limitation reasonable attorneys' fees.

4. Notices. All notices shall be in writing. Any notice sent to an Owner shall be deemed to have been properly sent when hand delivered or when mailed, postage paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. Notices may be sent by like method to Declarant at the address set forth in the preamble to this Declaration, and by like method to the Association at its address last registered with the Office of the Secretary of State, State of Florida.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

WITNESSES:



Witness #1

CLAIRE L. SKEEN

Printed Name



Witness #2

KATHLEEN NICHOLSON

Printed Name

DECLARANT:

IMPERIAL LAKES, LLC

By: THE RYAN GROUP, LLC, its
Managing Member

By: 

John M. Ryan
Managing Member

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27 day of April, 2005, by John M. Ryan, as Managing Member of The Ryan Group, LLC, as Managing Member of Imperial Lakes, LLC, the Declarant. He is personally known to me.



Claire L. Skeen
Commission # DD350079
Expires August 25, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

(NOTARY SEAL)

Claire L. Skeen
Notary Public, State of Florida
Printed name:
My Commission Expires:

LEGAL DESCRIPTION

OAK LANDING according to Plat thereof recorded in Plat Book 129, Pages 39 and 40, Public Records of Polk County, Florida, more particularly described as:

LEGAL DESCRIPTION: (AS PROVIDED)

THAT PART OF SECTIONS 26, 34 AND 35, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

COMMENCE AT THE COMMON CORNER OF SECTIONS 26, 27, 34 AND 35 OF SAID TOWNSHIP 29 SOUTH, RANGE 23 EAST, AND RUN ALONG THE NORTH BOUNDARY OF SAID SECTION 35, N-89°50'17"-E, 1,326.72 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, SAID POINT ALSO LIES ON THE EASTERLY BOUNDARY OF "IMPERIALAKES PHASE TWO" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGE 1, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; RUN THENCE ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 26, SAID LINE ALSO BEING THE EAST BOUNDARY OF SAID "IMPERIALAKES PHASE TWO", N-00°17'45"-E, 1864.42 FEET TO THE NORTHEAST CORNER OF SAID "IMPERIALAKES PHASE TWO"; THENCE S-89°42'39"-E, 20.00 FEET; THENCE N-00°17'21"-E, 919.59 FEET TO THE POINT OF BEGINNING; THENCE N-89°42'39"-W 20.00 FEET TO A POINT ON SAID WEST BOUNDARY; THENCE CONTINUING ALONG SAID WEST BOUNDARY N-00°17'21"-E, 456.18 FEET TO A POINT ON THE BOUNDARY ON THE REMAINING PORTION (AFTER LESS AND EXCEPT) OF LANDS AS DESCRIBED BY THOSE CERTAIN "QUIT CLAIM DEEDS" RECORDED IN O.R. BOOK 2583, PAGES 1369 AND 1370, AND O.R. BOOK 3109, PAGES 1818 AND 1819, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND LESS OUT OF "ST. ANDREWS @ IMPERIALAKES; THENCE ALONG SAID BOUNDARY TWO (2) COURSES: NORTHWESTERLY ALONG A CURVE THE RADIUS POINT FOR WHICH BEARS N-33°03'39"-E, HAVING A RADIUS OF 309.71 FEET, A CENTRAL ANGLE/DELTA OF 87°32'19", A CHORD DISTANCE OF 428.71 FEET, A CHORD BEARING OF N-13°10'12"-W, FOR AN ARC DISTANCE OF 473.43 FEET TO A POINT OF NON-TANGENT REVERSE CURVE THE RADIUS POINT FOR WHICH BEARS N-59°23'03"-W, THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 260.91 FEET, A CENTRAL ANGLE/DELTA OF 30°20'25", A CHORD DISTANCE OF 136.55 FEET, A CHORD BEARING OF N-15°26'45"-E, FOR AN ARC DISTANCE OF 138.16 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID "ST. ANDREWS @ IMPERIALAKES"; THENCE ALONG SAID SOUTH BOUNDARY AND ALONG A NON-RADIAL LINE S-89°42'47"-E, 64.08 FEET TO THE SOUTHEAST CORNER THEREOF SAID POINT ALSO LIES ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE ALONG SAID EAST BOUNDARY N-00°17'21"-E, 567.73 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE (110 FEET WIDE) OF IMPERIALAKES BOULEVARD AS DESCRIBED IN O.R. BOOK 1653, PAGES 1120 AND 1121, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S-88°07'46"-E, 787.29 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE RUN S-01°07'15"-W, 652.06 FEET; THENCE S-21°59'02"-E, 430.63 FEET; THENCE S-00°00'20"-E, 496.13 FEET; THENCE N-89°58'43"-W, 923.31 FEET TO THE POINT OF BEGINNING.

The above described property contains 31.83 acres, more or less.

**ARTICLES OF INCORPORATION
OF OAK LANDING AT IMPERIAL LAKES
HOMEOWNER'S ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes, Chapter 617 and 720, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is OAK LANDING AT IMPERIAL LAKES HOMEOWNER'S ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal place of business and the mailing address of the Association is located at 2502 North Rocky Point Drive, Suite 1050, Tampa, FL 33607.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 1150 Cleveland Street, Suite 300, Clearwater, Florida 33755, and the name of the initial registered agent to accept service of process within the State of Florida at that address is Gary N. Strohauer, Esquire of Baxter, Strohauer, Mannion & Silberman, P.A.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Declaration of Covenants, Conditions and Restrictions for OAK LANDING AT IMPERIAL LAKES HOMEOWNER'S ASSOCIATION, INC., recorded or to be recorded in the Public Records of Hillsborough County, Florida, as it may from time to time be amended (hereinafter called the "Declaration").

FILED
05 MAR 21 PM 4:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which the Association is formed are to promote the health, safety, and general welfare of the residents within the Property described in that certain Declaration of Covenants, Conditions and Restrictions for OAK LANDING AT IMPERIAL LAKES HOMEOWNER'S ASSOCIATION, INC., to be recorded in Hillsborough County, Florida, and any additions thereto as may hereafter be brought under the jurisdiction of the Association. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association shall have all the powers of a not-for-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, operation and improvement of the Property and Areas of Common Responsibility, including, without limitation, the following powers:

- (a) Own and convey real property;
- (b) Own, operate, maintain and convey the Common Property and to operate and maintain Areas of Common Responsibility, including, without limitation, the Master Surface Water Management System and any personal property owned by the Association;
- (c) Operate and maintain the Master Surface Water Management System including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain, compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas;
- (d) Grant easements as to the Common Property to public and private utility companies, including, without limitation, cable television, and to public bodies or governmental agencies or other entities or persons, with or without cost or charge at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utilities and other services thereto, and to enter into shared facilities agreements and related reciprocal easement agreements as may be deemed desirable to provide for utilities and other facilities, and the maintenance thereof and costs associated therewith with any third parties, including, without limitation, homeowners' associations and other public and private utility companies, agencies and entities;
- (e) Establish rules and regulations for the operation of the Association, the Common Property and the Development;

- (f) Annex additional real property in accordance with the provisions of the Declaration;
- (g) Sue and be sued;
- (h) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the Association;
- (i) Abate nuisances and enjoin or seek damages from Owners for violation of the provisions of these Articles, the Bylaws, the Declaration and any rules and regulations of the Association;
- (j) Contract for services to be provided to and for the benefit of the Association, including, without limitation, contract for services to provide for the operation and maintenance of the Master Surface Water Management System if the Association contemplates employing a maintenance company for such purposes; and
- (k) Purchase insurance of any nature in such amounts and with such companies as the Board of Directors shall deem necessary or appropriate.

ARTICLE VI

MEMBERSHIP

Section 1. Members. Every person or entity who is a record Owner of a fee interest in any Lot in the Property shall be a Member of the Association. The Declarant under the Declaration shall also be a Member for so long as Declarant owns any portion of the Property. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. The Association membership of each Owner (other than Declarant) shall be appurtenant to and may not be separated from the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

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

- (l) Class "A". Class "A" Members shall be all Owners of Lots, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Class "A" Members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership.

- (m) Class "B". The sole Class "B" Member shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot actually or potentially included in the Property owned by Declarant. The actual number of votes of Declarant shall be determined, from time to time, in accordance with the terms of the Declaration. The Class "B" Member shall be entitled to cast all of its votes in any vote or election held by the Association.
- (n) Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:
 - (i) When the total outstanding Class "A" votes in the Association equals or exceeds the total outstanding Class "B" votes; or
 - (ii) Twenty (20) years from the date of recording this Declaration; or
 - (iii) At such earlier time as Declarant, in its discretion, may so elect.

Upon the happening of any one of these events, Declarant shall call a special meeting of the Members to advise of the termination of Class "B" membership, and provide written notice of such event.

Section 3. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot. If more than one Class "A" vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed and administered by a Board of Directors consisting of at least three (3) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board or by amendment to the Bylaws of the Association; provided that there shall always be an odd number of directorships created. Each director must be either (1) a Member of the Association, or (2) an officer, director or agent either of Declarant or of a member of Declarant. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

NAME

John M. Ryan

ADDRESS

2502 North Rocky Point Drive, #1050
Tampa, FL 33607

Michael Lawson

2502 North Rocky Point Drive, #1050
Tampa, FL 33607

Paul Ray, Jr.

2502 North Rocky Point Drive, #1050
Tampa, FL 33607

Any other provision of this Article VII to the contrary notwithstanding, Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than the earliest of the events specified in Article VI, Section 2(c) above. Until then, Declarant shall be entitled to appoint and remove all members of the Board of Directors. Thereafter, Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. Interim vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, and any such appointed Director shall serve for the remaining term of his predecessor. After Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the directors by majority vote, for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE VIII

OFFICERS

The day-to-day affairs of the Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The Declarant shall have the right to appoint and remove any officer so long as Declarant shall own ten percent (10%) or more of the Lots in the Property; thereafter the officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME

ADDRESS

President:
John M. Ryan

2502 North Rocky Point Drive, #1050
Tampa, FL 33607

Secretary:
Mike Lawson

2502 North Rocky Point Drive, #1050
Tampa, FL 33607

Treasurer:
Paul Ray, Jr.

2502 North Rocky Point Drive, #1050
Tampa, FL 33607

ARTICLE IX

DURATION

The corporation shall commence to exist upon the filing of these Articles with the Florida Department of State and shall thereafter exist in perpetuity. In the event the Association is dissolved, the Master Surface Water Management System and any other Common Property shall be conveyed to an appropriate agency of local government, and that if such property is not accepted thereby, then the Master Surface Water Management System and any other Common Property shall be dedicated to another not for profit corporation.

ARTICLE X

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

Section 1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes. Subject to the terms of Article XIV, any amendment to these Articles of Incorporation shall require the assent of two thirds (2/3) of the votes of the entire membership without regard to class.

Section 3. Amendment by Declarant. Notwithstanding the provisions of Sections 1 and 2 of this Article X, the Declarant shall have the right to amend these Articles at any time in its sole and absolute discretion so long as Class B Membership exists.

Section 4. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Hillsborough County, Florida.

Section 5. Limitations. No amendment shall be made that is in conflict with the Declaration.

ARTICLE XI

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made with respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 1, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XIII

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

ARTICLE XIV

REQUIRED APPROVALS

Notwithstanding anything in these Articles to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of the Declaration or these Articles, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Master Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40D-4, F.A.C., and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XV

INCORPORATOR

The name and street address of the sole incorporator to these Articles of Incorporation is John M. Ryan, 2502 North Rocky Point Drive, #1050, Tampa, FL 33607.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 7th day of March, 2005.



John M. Ryan
Incorporator

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Articles of Incorporation were acknowledged before me this 7th day of MARCH, ~~2004~~ 2005 by John M. Ryan, who is personally known to me.



Anne Duffy
My Commission DD133694
Expires September 01 2006

Anne Duffy
Notary Public
My Commission Expires:

**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**

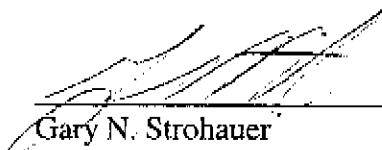
Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

OAK LANDING AT IMPERIAL LAKES HOMEOWNER'S ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 1150 Cleveland Street, Suite 300, Clearwater, Florida 33755, has named Gary N. Strohauser, Esquire, of Baxter, Strohauser, Mannion & Silbermann, P.A., located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

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 Acts relative to keeping open said office.

Registered Agent:



Gary N. Strohauser

Dated: 2/14/05, 2005

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TALLAHASSEE, FLORIDA

**BY-LAWS
OF
OAK LANDING AT IMPERIAL LAKES HOMEOWNER'S ASSOCIATION, INC.**

ARTICLE I

IDENTITY AND LOCATION

These are the By-Laws of OAK LANDING AT IMPERIAL LAKES HOMEOWNER'S ASSOCIATION, INC., herein called the Association, a not for profit corporation organized and existing under Chapters 617 and 720, Florida Statutes, for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for OAK LANDING AT IMPERIAL LAKES HOMEOWNER'S ASSOCIATION, INC. (the "Declaration"). The principal office of the Association shall be located at 2502 North Rocky Point Drive, #1050, Tampa, FL 33607, but meetings of the Board of Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

GENERAL

Section 1. Incorporation of Declaration. As supplemented herein, the regulation of the business and affairs of the Association shall be governed by certain provisions of the Declaration, as amended from time to time, which are incorporated herein by reference as if set forth verbatim.

Section 2. Definitions. The definitions set out in the Declaration are incorporated herein by reference.

ARTICLE III

ASSOCIATION PURPOSES AND POWERS

Section 1. Association's Purposes. The Association has been organized for the purposes set forth in the Declaration and Articles, including, without limitation, the following:

- (a) to own, operate, maintain and convey the Common Property and to operate and maintain Areas of Common Responsibility, including without limitation the Master Surface Water Management System, and any personal property owned by the Association;
- (b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Property and the Areas of Common Responsibility;
- (c) to fix assessments to be levied against the Lots in the Property;

- (d) to enforce any and all covenants and agreements contained in the Declaration; and
- (e) to pay taxes and insurance, if any, on the Common Property or Areas of Common Responsibility.

Section 2. Records of the Association. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility;
- (b) A copy of these By-Laws and of each amendment thereto;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration and each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors;
- (g) All of the Association's insurance policies or copies thereof;
- (h) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; and
- (i) The financial and accounting records of the Association, kept according to good accounting practices, which financial and accounting records shall be maintained for a period of at least seven (7) years. The financial and accounting records shall include: (1) accurate, itemized, and detailed records of all receipts and expenditures, (2) a current account and a periodic statement of Assessments or other charges, the due date and amount of each Assessment or other charge, the date and amount of each payment on the account, and the balance due, (3) all tax returns, financial statements, and financial reports of the Association, and (4) any other records that identify, measure, record, or communicate financial information.

Section 3. Inspection of Records. The official records of the Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of written request for access. This Section may be complied with by having a copy of the records available for inspection or copying in the Development.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Association shall be held within ninety (90) days after all Dwellings and other improvements to be constructed by the Declarant, or builders and developers within the Development, on the Property and any additions thereto have been completed and conveyed to Members other than the Declarant, builders or developers, or other third parties, as applicable, or at such earlier date as Declarant may establish in a written notice to the membership. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Business transacted at the Annual Meeting shall include the election of directors of the Association.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the president or by the Board of Directors, and shall be called upon written request of Members entitled to vote one-half (1/2) of all votes in the Association.

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature thereof.

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

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of title to that Member's Lot.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Board of Directors; Selection; Terms of Office. The affairs of the Association

shall be managed by a Board of Directors. The initial Board of Directors shall consist of at least three (3) Directors who shall be selected by the Declarant. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board or by amendment to these Bylaws of the Association; provided that there shall always be an odd number of directorships created. Each director must be either (1) a Member of the Association, or (2) an officer, director or agent either of Declarant or of a member of Declarant. The Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to Article VII of the Articles of Incorporation until the earliest of the events specified in Article III, Section 3(c) of the Declaration. At such time, the members of the Board shall be determined as set forth in Article VI herein. Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development.

Section 2. Vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, or by a sole remaining Director, and any such appointed Director shall serve for the remaining term of his predecessor.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. At such time as the Declarant is no longer entitled to elect all of the Directors pursuant to Article V above (and with the exception of the one (1) Director Declarant is entitled to elect as set forth in Article V, Section 1 above), nomination for election to 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 or more 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 non-members, subject to Article VII of the Articles of Incorporation.

Section 2. Election. When the Board of Directors is chosen by the Nominating Committee, said election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted and votes must be made in person at a Members' meeting or by ballots the Members personally cast.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Board of Directors' Powers. The Board of Directors shall have power:

- (a) to call special meetings of the Board;
- (b) subject to Article IX herein, to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Officer or Director of the Association in any capacity whatsoever;
- (c) to establish, levy and assess, and collect assessments or charges in accordance with the Declaration;
- (d) to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility;
- (e) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;
- (f) to fill vacancies on the Board of Directors pursuant to Article V, Section 2 above;
- (g) to appoint an Executive Committee of three (3) Directors and delegate all or any portion of the powers of the Board of Directors to this Executive Committee, subject to the limitations on the authority of the Executive Committee imposed by law;
- (h) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (i) to take such other action as provided in the Declaration.

Section 2. Board of Directors' Duties. It shall be the duty of the Board of Directors to:

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

- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed as more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual assessment against each Lot;
 - (2) Send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
 - (3) foreclose the lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay same.
- (c) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment as against third parties relying thereon;
- (d) procure and maintain adequate liability, hazard and other insurance on any Common Property or Areas of Common Responsibility;
- (e) cause all officers or employees having fiscal responsibilities to be bonded, if the Board deems appropriate;
- (f) cause the Common Property, Areas of Common Responsibility, and the Master Surface Water Management System for the Property to be maintained.
- (g) prepare the annual budget in accordance with the Declaration; and
- (h) prepare a roster of the Owners and Lots and the assessments applicable thereto, which roster shall be kept in the office of the Association.

Section 3. Resignation. A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. For the period set forth in Article V, Section 1 above, any Director may only be removed, with or without cause, by the Declarant. Thereafter, except as otherwise provided in the Declaration, any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the members of the Board.

Section 5. Directors' Fees. There shall be no Directors fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

ARTICLE VIII

DIRECTORS' MEETINGS

Section 1. Directors' Annual Meeting. The annual meeting of the Board of Directors shall be held at the discretion of the Board of Directors with ample notice given to each member.

Section 2. Notice. Not less than ten (10) days written notice of such annual meeting shall be given to each Director.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and at such place and hour as may be fixed from time to time by a majority of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 4. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days notice to each Director.

Section 5. Waiver of Notice. A Director may waive notice of a meeting of the Directors before or after the date and time stated in the notice. Except as otherwise provided in this Section 5, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting. If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting shall be deemed ratified by a Director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a Director shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

Section 6. Action Upon Written Consent Without a Meeting. Action of the Board of Directors may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board of Directors.

Section 7. Board Quorum and Voting. The majority of the Board of Directors shall constitute a quorum thereof. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

ARTICLE IX

OFFICERS

Section 1. Association Officers. The officers shall be a President, a Secretary and a Treasurer. The Corporation may, but shall not be required to, have one or more vice presidents, assistant secretaries and/or assistant treasurers. The officers may be, but shall not be required to be, members of the Board of Directors.

Section 2. Election of Officers. The Declarant shall have the sole right to appoint and remove any officer of the Association for the period of time during which the Declarant may appoint and remove Directors as set forth in Article V, Section 1 above. Thereafter, all officers shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. When a final decision regarding an expenditure of Association funds is to be made by such special appointment, no vote may be made by proxy or secret ballot.

Section 5. Multiple Offices. The holding of multiple offices shall be permitted.

Section 6. Duties. The duties of the officers are as follows:

- (a) President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and of the Board of Directors. Except where otherwise provided by law or these Bylaws, the president shall have the general powers and duties of supervision and management of the Association, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall co-sign all promissory notes, and shall perform all such other duties as are incidental to his or her office or as are required by the Board.

- (b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board or the president.
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X

LIABILITY AND INDEMNIFICATION

Section 1. Liability of Board Members. No Board member or officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Board member or officer in the course of his duties unless such Board member or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these By-Laws.

Section 2. Indemnification. To the fullest extent allowed by Section 617.0831, Florida Statutes, as same may be amended, and subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the Directors, officers, employees, agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.