



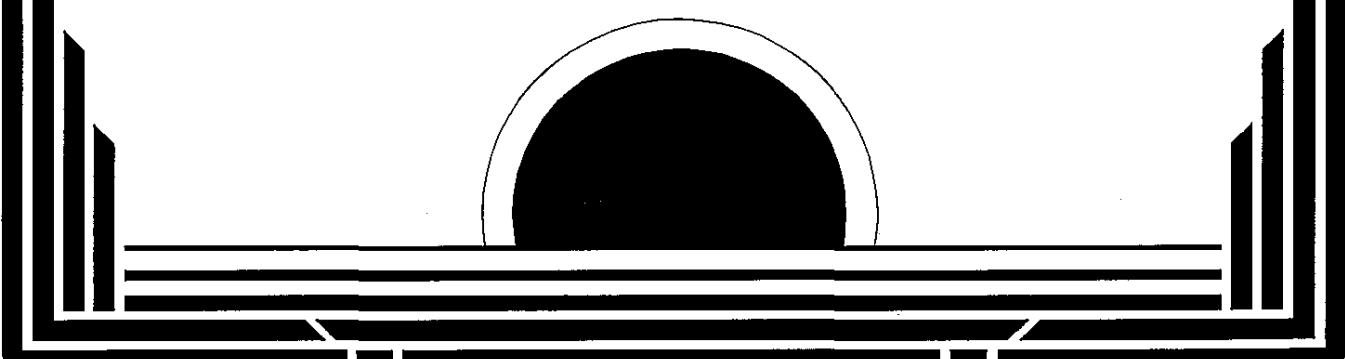
**SILVER LAKE**

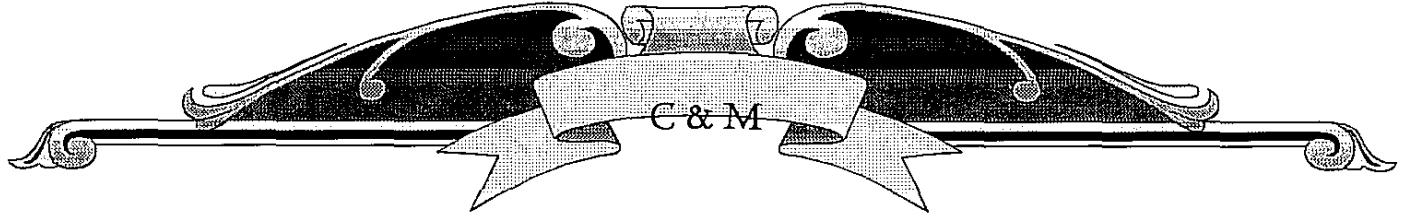
**FOREST**

**HOMEOWNERS'**

**ASSOCIATION,**

**INC.**





# **SILVER LAKE FOREST HOMEOWNERS' ASSOCIATION, INC.**

[Note: As of 02/07/02 a Title Search has not been done to verify the Documents]

## **DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF SILVER LAKE FOREST (O.R. Book 1052, Page 2430, Lake County, Florida, on April 9, 1990)**

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**EXHIBIT "A"**

See Tab Amend 1

**SUPPLEMENTARY TO DECLARATION OF  
EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS OF SILVER LAKE FOREST**  
(O.R. Book 1161, Page 0087, Lake County, Florida, on 04/22/92)

- ☞ Article I, Section 3 reserved the right of the Developer to add additional lands to become subject to the Declaration - new Exhibit "A" attached to Supplement

**ARTICLES OF INCORPORATION OF  
Silver Lake Forest Homeowners' Association, Inc.  
(Filed with the Florida Secretary of State on April 4, 1990)**

**ARTICLE I - Name**

**ARTICLE II - Principal Office**

**ARTICLE III - Purpose and Powers of the Association**

- (a) Exercise all powers
- (b) Fix, levy and collect assessments
- (c) Acquire, own, improve real or personal property
- (d) Borrow money
- (e) Dedicate, sell or transfer all or part of Common Area
- (f) Participate in mergers
- (g) Annex additional real property
- (h) Adopt, alter, amend and rescind rules and regulations
- (i) Exercise all powers under the laws of the State of Florida
- (j) Maintenance of residence exteriors

**ARTICLE IV - Membership**

**ARTICLE V - Voting Rights**

**Class A - Owners**

**Class B - Declarant**

- (1) Total votes in Class A equal total votes in Class B
- (2) On January 1, 1999

**ARTICLE VI - Board of Directors**

**ARTICLE VII - Officers**

**Section 1 Officers shall be President, Vice-President and Secretary-Treasurer**

**ARTICLE VIII - Incorporators**

**ARTICLE IX - Dissolution**

**ARTICLE X - Duration**

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**ARTICLE XIII - Conflict**

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HOMEOWNERS' ASSOCIATION, INC.  
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**ARTICLE I - NAME AND LOCATION**

**ARTICLE II - DEFINITIONS**

**Section 1 Association**

**Section 2 Properties**

**Section 3 Common Area**

- Section 4** Lot
- Section 5** Owner
- Section 6** Declarant
- Section 7** Declaration
- Section 8** Member

## **ARTICLE III - MEMBERSHIP AND VOTING RIGHTS**

- CLASS A** Owners
- CLASS B** Developer
  - (1) Class A membership equals Class B
  - (2) On January 1, 1997

## **ARTICLE IV - MEETING OF MEMBERS**

- Section 1** Annual Meetings
- Section 2** Special Meetings
- Section 3** Notice of Meetings
- Section 4** Quorum
- Section 5** Proxies
- Section 6** Determination of Membership

## **ARTICLE V - BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE**

- Section 1** Number
- Section 2** Term of Office
- Section 3** Removal
- Section 4** Compensation

## **ARTICLE VI - NOMINATION AND ELECTION OF DIRECTORS**

- Section 1** Nomination
- Section 2** Election

## **ARTICLE VII - MEETINGS OF DIRECTORS**

- Section 1** Regular Meetings
- Section 2** Special Meetings
- Section 3** Quorum
- Section 4** Informal Action

## **ARTICLE VIII - POWER AND DUTIES OF THE BOARD OF DIRECTORS**

### **Section 1 Powers**

- (a) Adopt and publish rules and regulations**
- (b) Suspend voting rights**
- (c) Exercise all Association powers**
- (d) Declare the office of a Board member vacant**
- (e) Employ a manager**

### **Section 2 Duties**

- (a) Complete records to be kept**
- (b) Supervise all officers**
- (c) As more fully described in the Declaration:**
  - (1) fix amount of annual assessment**
  - (2) send written notices**
  - (3) foreclose the lien**
- (d) Issue certificates**
- (e) Procure and maintain liability and hazard insurance**
- (f) Cause all officers and employees to be bonded**
- (g) Cause the Common Area to be maintained**
- (h) Responsibility of Officers to maintain books and records, annual audit**
- (i) Manage the affairs of the Association**

## **ARTICLE IX - OFFICERS AND THEIR DUTIES**

### **Section 1 Enumeration of Offices**

### **Section 2 Election of Officers**

### **Section 3 Term**

### **Section 4 Special Appointments**

### **Section 5 Resignation and Removal**

### **Section 6 Vacancies**

### **Section 7 Duties**

- (a) President**
- (b) Secretary**
- (c) Treasurer**

**ARTICLE X - COMMITTEES**

**ARTICLE XI - BOOKS AND RECORDS**

**ARTICLE XII - ASSESSMENTS**

**ARTICLE XIII - CORPORATE SEAL**

**ARTICLE XIV - AMENDMENTS**

**Section 1 By-Laws to be amended by a majority of a quorum**

**Section 2 Conflict between Declaration, Articles of Incorporation and  
By-Laws**

**ARTICLE XV - MISCELLANEOUS**

**QUIT-CLAIM DEED TO SILVER LAKE FOREST  
HOMEOWNERS' ASSOCIATION, INC.**

**(O.R. Book 1475, Page 0508, Lake County, Florida, on November 4,  
1996)**

**Quit Claim Deed executed by Shamrock Development Corporation of Lake  
County, Inc. n/k/a Shamrock Homes, Inc. to Silver Lake Forest Homeowners'  
Association, Inc.**

81.00  
10.50

90 17050

BOOK 1052 PAGE 430

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DECLARATION OF EASEMENTS, COVENANTS  
CONDITIONS, AND RESTRICTIONS OF  
SILVER LAKE FOREST

THIS DECLARATION, made this 6th day of April, 1990, by  
SHAMROCK DEVELOPMENT CORPORATION OF LAKE COUNTY, INC., a Flori-  
da corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the sole owner of that certain  
parcel of real property situated in Lake County, Florida,  
described in Exhibit "A" attached hereto and incorporated herein  
by reference; and

WHEREAS, Developer desires to impose a common plan of  
development on said real property for the purpose of protecting  
the value and desirability thereof, and for the purpose of  
enhancing the marketability thereof;

NOW THEREFORE, Developer hereby declares that all of the  
real property described in Exhibit "A" attached hereto and  
incorporated herein by reference shall be held, sold, and  
conveyed subject to the following easements, conditions,  
covenants, and restrictions, which are for the purpose of  
protecting the value and desirability of, and which shall run  
with, said real property and be binding upon all parties  
having any right, title, or interest therein, or any part  
thereof, their respective heirs, successors, and assigns; and  
which shall inure to the benefit of the Association and each  
Owner thereof, as said terms are hereinafter more particularly  
defined.

All references to the "Declaration" or the "Declaration  
of Easements, Covenants, Conditions, and Restrictions of Silver  
Lake Forest" now or hereafter made in other instruments of  
Public Records of Lake County, Florida, or in the Articles of  
Incorporation, Bylaws, and other corporate documents and papers  
of Silver Lake Forest Homeowners' Association, Inc., a Florida  
corporation not-for-profit, shall mean and refer to this  
Declaration as herein set forth.

ARTICLE I

Definitions and Construction

Section 1. "Association" means SILVER LAKE FOREST HOME-OWNERS' ASSOCIATION, INC., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 2. "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the Properties, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

Section 3. "Properties" means that certain parcel of real property described in Exhibit "A" attached hereto and incorporated herein by reference, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" means all real property owned by the Association for the common use, benefit, welfare, and enjoyment of the Owners. The Common Area to be owned and maintained by the Association shall be designated by the Developer.

Section 5. "Lot" means any plot of land shown upon any recorded subdivision map or plat of the Properties, together with all improvements thereon, with the exception of the Common Area.

Section 6. "Developer" means SHAMROCK DEVELOPMENT CORPORATION OF LAKE COUNTY, INC., a Florida corporation, and such of its successors and assigns as shall acquire an interest in more than one undeveloped lot from SHAMROCK DEVELOPMENT CORPORATION OF LAKE COUNTY, INC., for the purpose of development.

Section 7. "Recorded" means filed for record in the Public Records of Lake County, Florida.

Section 8. "Person" means any natural person or artificial legal entity.

Section 9. "Interpretation" Unless the context

otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

## ARTICLE II

### Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to make regular and special assessments and other fees for the construction, beautification, and maintenance of the Common Area.

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Class A members and the unanimous vote of Class B members, so long as there remains Class B ownership, agreeing to such dedication or transfer has

been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the Common Area and facilities thereon to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside upon such Owner's Lot.

### ARTICLE III

#### Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession,

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

(a) Class A. Class A members shall be all Owners and shall be entitled to one (1) vote for each Lot owned; provided however, so long as there is Class B membership, Developer shall not be a Class A member. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one (1) vote be cast with respect to any Lot. There shall be no split vote.

(b) Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each

Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) on January 1, 1999.

#### ARTICLE IV

##### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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 for capital improvements, such assessments to be established and collected as hereinafter provided. Any annual and special assessments from time to time remaining unpaid, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided in Section 8 of this Article. Each such assessment, together with interest costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first

Lot by the Developer, the maximum annual assessment shall be Forty-Five and No/100 Dollars (\$45.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by the Developer the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by the Developer, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another

meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must fixed at a uniform rate for all Lots and may be collected on a monthly, semi-annual or annual basis as determined by the Board of Directors.

Section 7. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity or any other provision of this Declaration or Association's Articles of Incorporation or Bylaws to the contrary, there shall be no specified annual assessment against any Lot in which the Developer owns any interest and is offered for sale by the Developer as long as there is Class B membership in the Association. Even though there is no specified assessment, the Developer shall be responsible, both morally and financially, for the upkeep and maintenance of those Properties that are owned by the Developer and as offered for sale by the Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, those Lots from which Developer derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as is hereinabove established for Lots owned by Class A members of the Association, prorated as of, and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be. Under this Declaration the Developer shall only be assessed on improved Lots which it holds for sale and/or rental, which shall mean Lots on which completed dwellings have been constructed, certificates of

occupancy issued, and which are offered for sale and/or rental by the Developer.

Section 8. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments as provided for herein shall commence as to such Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent annual assessments shall be levied on a calendar year basis and shall be payable in advance. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In either event, the nonpaying owner shall pay for the cost of bringing this suit, including reasonable attorney's fees therefor. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The lien for unpaid assessments shall attach to the respective Lot(s) only from the time of recording a notice of the same in the Public Records of Lake County, Florida,

setting forth the Lot(s), Lot(s) owner(s), amount and assessment due date: Such notice shall be executed and acknowledged by a duly authorized officer, agent, or attorney of the Association. Unless such notice is rerecorded or Lis Pendens filed within one (1) year from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be exonerated from such charge and lien as reflected in the notice. However, the personal obligation shall remain and unless the Lot(s) have been conveyed to a new Owner, the lien will again become a charge against the Lot(s) upon the recording of a new notice. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance of title or any other proceedings in lieu thereof, 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 Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### Architectural Control

Section 1. Architectural Control. No building, landscaping, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same and a landscape plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the

Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more owners appointed by the Developer. Pending appointment by the Developer, the three (3) members shall be Keith J. Shamrock, Patricia B. Shamrock and Steven J. Shamrock. In the event said Developer or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Architectural Control Committee in its sole discretion may, by written instructions, grant any variation or modification to these Covenants, Conditions and Restrictions and a written approval by the Architectural Control Committee of such variation or modification shall be binding on all Owners.

#### ARTICLE VI

##### Exterior Maintenance

Section 1. Maintenance of Premises. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situate thereon in a manner satisfactory to the Board of Directors of the Association and after a thirty (30) day notice by the Board of Directors to the Lot owner of the maintenance deficiencies and upon the approval of a two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel, to repair, maintain, and restore the Lot and the exterior buildings and any other improvements erected thereon. The entry of such Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

#### ARTICLE VII

##### General Restrictions

Section 1. Use Restrictions. No Lot shall be used

except for residential purposes, except that real estate brokers, owners and their agents may show dwellings for sale or lease; but nothing shall be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that the Developer, his agents or designated assigns has the right to (i) use the Lots and houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain furnished model homes on the Lots which are open for public inspection, seven days per week for such hours as are deemed necessary. The Developer's rights under the preceding sentence shall terminate January 1, 1996, unless prior thereto the Developer has indicated its intentions to abandon such rights by recording a written statement among the Public Records of Lake County. It is the express intention of this paragraph that the rights granted to the Developer to maintain sales offices, general business offices and furnished model homes shall not be restricted or limited to Developer's sales activities relating to the subdivision, but shall benefit the Developer in the construction, development and sale of such other property and Lots as Developer may own.

Section 2. Garages. All garages shall be enclosed and shall be at least adequate to house two (2) standard-sized American automobiles. All garage doors must be maintained in a useful condition. No repairs, alterations or modifications shall be made to any vehicle except in a totally enclosed structure.

Section 3. Temporary Structures. No structure of a temporary character, including a trailer, tent, shack, garage, barn or other such building shall be placed upon the Properties or additions to the Properties at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor or Developer, his successors or assigns, during construction and, further, that temporary

shelters may not, at any time, be used as residences or permitted to remain on the Properties after completion of construction.

Section 4. Dwelling Size and Building Restrictions.

(a) No single family residences shall be constructed on a lot with a living area which is less than One Thousand Four Hundred (1,400) square feet. The floor space within the garage, a breezeway, a porch or an unfinished storage or utility room shall not be included within the living area for the purpose of determining the minimum allowable square footage.

(b) As to all lots, residences shall have finished walls, ceiling and floor, and shall be insulated and centrally heated. An air-conditioning system is optional; provided, however, that if this option is exercised, said air-conditioning shall be by a central system.

Section 5. Animals. No animals, fowl or reptiles shall be kept on or in lots, or on the Properties or additions to the Properties, except for caged birds kept as pets and domestic dogs and cats, not to exceed three (3) in number; provided that such dogs and cats shall not be allowed off the premises of Owner's site except on a lease. In no event shall such pets be kept, bred or maintained for any commercial purposes.

Section 6. Condition of Building and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area. This restriction shall apply before, during and after construction.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any Lot except one identification sign of not more than one (1) square foot in size or one temporary real estate sign of not more than six (6) square feet in area. All signs shall conform to the regulations pertaining thereto in the Code of Ordinances of the City of Leesburg.

Section 8. Building Materials. Finished materials such as brick, stucco, painted concrete block, painted siding, block, wood, glass and stone shall be used for the exterior surfaces of buildings and structures on the side or sides exposed to the street.

Section 9. Service Yard. There shall be either decorative landscaping or a structural enclosure, each of which must be at least 36" in height, including a gate or door, for the placement of all trash and garbage cans. All exterior pumps, motors, air-conditioning compressors, storage tanks and other mechanical features shall be screened from view either by a decorative structure at least 36" in height or by landscaping.

Section 10. Easements. The easements for installation and maintenance of utilities and drainage facilities and for the Common Areas are reserved as shown in the Public Records of Lake County. Within these easements no structure, fence, or other material shall be placed or permitted to remain within the easements, except those improvements placed within the easements by action of the Association, which would include, but are not limited to bikeways, sidewalks, or other such improvements. Notwithstanding the foregoing sentence, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through the drainage channels in the easement or which may interfere with the Association facilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible and those grass areas over utility easements or those Common Areas to be maintained by the Association.

Section 11. Building Location; Single Family Dwelling and Outbuildings. All structures erected on the Properties must fully comply with all building and zoning regulations pertinent thereto in the Code of Ordinances of the City of Leesburg, Florida.

Section 12. Offensive Activity. No noxious or offensive activity shall be carried on or upon the Properties or additions to the Properties nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. Exterior clothes lines shall be limited to clothes trees. There shall not be maintained any plants, animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

Section 13. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Developer shall have the right to enter upon any residential Lot on which a residence has not been constructed, after thirty (30) days notice to the Lot Owner by the Association and the failure of the Lot Owner to reply, and such entry may be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth which, in the opinion of the Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Developer to mow, clear, cut or prune any Lot nor to provide garbage or trash removal service.

Section 14. Sewage. Prior to the occupancy of a residence on any Lot, proper and suitable provision shall be

made for the disposal of sewage.

Section 15. Trailers. No mobile home, trucks (other than light pick-up and utility van trucks, (not exceeding one (1) ton capacity), tent, barn or other similar outbuilding or structure shall be placed on any Lot or street at any time, either temporarily or permanently, except in an enclosed structure or garage. Currently licensed boat trailers, campers, travel trailers, motor homes, and boats may be parked to the rear of the front building line of each Lot. This provision shall not apply to any temporary construction trailer owned by a builder placed upon the Lot for the purpose of a temporary facility during the course of construction.

Section 16. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required herein, or buried underground.

Section 17. Water Wells. No individual or private portable water wells may be drilled or maintained on any Lot; provided, however, that this restriction shall not deny the right of Owner to drill a well for the purpose of providing the capability to water the lawns and shrubs on the Owner's Lot.

Section 18. Trees. No trees located on any Lot shall be removed, cut, or pruned without the approval of the Architectural Control Committee.

Section 19. Televisions and Radio Antennae. No outside television or radio serials or antennae shall be permitted on the Property; without prior written consent of the Architectural Control Committee; however, such aerials and/or antennae may be maintained in a residence's attic or otherwise totally obscured from outside view.

Section 20. Fences. All fences constructed on any lot must first be approved by the Architectural Control Committee as to height, size, location, materials, and design. No fence

shall be erected that extends forward of the front yard building set back line of any lot.

Section 21. Other Restrictions. The Architectural Control Committee shall have the authority, from time to time, to include within its promulgated Residential Planning Criteria other reasonable restrictions regarding such matters as prohibitions against window air-conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutter easements, games and play structures, swimming pools, sight distance at intersections, utility connections, television antennae, driveway construction, and such other reasonable restrictions as it shall deem appropriate; provided, however, that such additional restrictions shall not be in conflict with other restrictions and easements provided in this Declaration. The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Architectural Control Committee to promulgate and enforce such Residential Planning Criteria. Once the Architectural Control Committee promulgates certain restrictions, the same shall become as binding and shall be given the same force and effects as the restrictions set forth herein until the Architectural Control Committee modifies, changes or promulgates new restrictions or the Board of Directors of the Association modifies or changes restrictions set forth by the Architectural Control Committee.

## ARTICLE VIII

### General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by judicial proceedings, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions, or portions thereof, by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded to be effective.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set his hand and seal on the date and year as previously set forth herein.

Signed, sealed and delivered  
in the presence of:

SHAMROCK DEVELOPMENT CORPORATION  
OF LAKE COUNTY, INC.

Virginia A. Gordon BY: Keith J. Shadley  
KEITH J. SHAMROCK, President

Sam Sader

STATE OF FLORIDA

COUNTY OF LAKE

Before me personally appeared KEITH J. SHAMROCK, as President of SHAMROCK DEVELOPMENT CORPORATION OF LAKE COUNTY, INC., to me well known and known to me to be the person described in and who executed the foregoing instrument, acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 6th day of April, 1990.

Virginia A. Gardner  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 20, 1991

THIS INSTRUMENT PREPARED BY:

G. Edward Clement  
Attorney at Law  
308 East Fifth Avenue  
Mount Dora, Florida 32757

## EXHIBIT "A"

## PARCEL I-A

## DESCRIPTION:

That part of Sections 14 and 23, Township 19 South, Range 25 East, Lake County, Florida, described as follows: Beginning at the S.W. corner of said Section 14 (N.W. corner of Section 23) run N.0°09'40"W., along the West line of the S.W. 1/4 of said Section 14 a distance of 549.00 feet to a point on the Southerly right-of-way of Silver Bluff Drive, said point being N.0°09'40"W. of the Radius Point; from said point, run Southeasterly along the Southwesterly right-of-way of said Silver Bluff Drive along a curve (Said curve having a radius of 223.00 feet) through a central angle of 41°09'40" an arc length of 160.20 feet; thence continue along said right-of-way S.49°00'00"E., 330.00 feet to the beginning of a right-of-way curve concave Northeasterly and having a radius of 533.00 feet; thence Southeasterly and Easterly along said curve through a central angle of 41°32'39" an arc length of 386.47 feet; thence continue along said right-of-way N.89°27'21"E., 480.62 feet to a point on the curved right-of-way of Radio Road, said point being S.87°18'54"W. of the radius point and curve having a radius of 1182.30 feet; thence Southerly along the right-of-way of Radio Road through a central angle of 6°49'07" an arc length of 140.70 feet to the South line of the S.W. 1/4 of aforesaid Section 14; thence S.89°27'21"W. along the South line of Section 14 (North line of Section 23) a distance of 701.21 feet to a point N.89°27'21"E., 543.55 feet of the N.W. corner of Section 23; thence S.0°25'34"E. parallel with the West line of the N.W. 1/4 of Section 23 a distance of 356.70 feet; thence S.89°27'21"W. parallel with the North line of Section 23 a distance of 543.55 feet to the West line of the N.W. 1/4 of Section 23; thence N.0°25'34"W along said West line 356.70 feet to the Point of Beginning.

## PARCEL I-B

## DESCRIPTION:

Commencing at the Southwest corner of Section 14, Township 19 South, Range 25 East, Lake County, Florida run N.0°09'40"W. along the West line of the S.W. 1/4 of Section 14 a distance of 615.00 feet to a point on the North right-of-way line of Silver Bluff Drive and the Point of Beginning; from said P.O.B. continue N.0°09'40"W. along said West line 100.00 feet; thence N.89°50'20"E. 142.00 feet; thence S.33°35'05"E. 119.82 feet; thence N.74°59'59"E. 143.26 feet; thence N.20°30'33"W. 31.15 feet; thence N.3°00'13"E. 16.07 feet; thence N.20°07'14"E. 46.72 feet; thence N.25°01'19"E. 98.52 feet; thence N.9°46'28"E. 74.96 feet; thence N.9°10'44"E. 50.58 feet; thence N.11°11'57"E. 102.33 feet; thence N.40°08'41"E. 13.38 feet; thence N.60°39'34"E. 72.81 feet; thence S.88°32'52"E. 90.06 feet; thence S.81°17'00"E. 91.20 feet; thence N.89°50'20"E. 22.24 feet; thence S.71°04'20"E. 202.04 feet; thence S.69°14'27"E. 90.19 feet; thence S.57°25'11"E. 49.99 feet; thence S.37°23'56"E. 28.89 feet; thence S.24°58'12"E. 43.20 feet; thence S.4°34'21"W. 43.64 feet; thence S.18°24'56"W. 27.31 feet; thence S.26°51'57"W. 92.42 feet; thence S.52°28'54"W. 77.33 feet; thence S.56°03'39"W. 75.46 feet; thence S.72°31'46"W. 97.94 feet; thence S.81°26'41"W. 111.76 feet; thence S.88°36'58"W. 58.92 feet; thence S.0°32'39"E. 268.18 feet; thence S.87°29'55"E. 117.00 feet; thence S.87°18'41"E. 66.00 feet; thence N.89°27'22"E. 105.85 feet; thence N.77°57'37"E. 100.01 feet; thence N.83°37'45"E. 98.51 feet; thence N.89°27'21"E. 132.34 feet to a point on the curved Westerly right-of-way of Radio Road. Said point being N.82°11'26"W. of the radius point. Said curve having a radius of 1182.30 feet,

thence Southerly along the arc of said curve through a central angle of  $7^{\circ}17'43''$  and an arc length of 150.54 feet, to the North right-of-way of Silver Bluff Drive; thence  $S.89^{\circ}27'21''W.$  along said Northerly right-of-way 480.35 feet to the beginning of a curve concave to the Northeasterly and having a radius of 467.00 feet; thence Northwesterly along the arc of said curve through a central angle  $41^{\circ}30'04''$  an arc length of 338.26 feet; thence continue along said right-of-way  $N.49^{\circ}00'00''W.$  330.00 feet to the beginning of a right-of-way curve concave Southwesterly and having a radius of 289.00 feet; thence along the arc of said curve through a central angle of  $41^{\circ}09'40''$  an arc length of 207.62 feet to the Point of Beginning.

PLAT OF THE  
SUBDIVISION  
OF THE  
LAND  
OWNED BY  
A. J.  
AND  
S. A.  
J.

REC 1546  
TF 200

SUPPLEMENTARY DECLARATION OF EASEMENTS, COVENANTS,  
AND CONDITIONS AND RESTRICTIONS OF SILVER LAKE FOREST

BOOK 1161 PAGE 0087

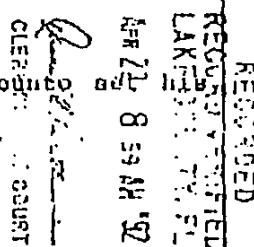
This Supplementary Declaration of Easements, Covenants, Conditions and Restrictions of Silver Lake Forest, made this 20th, day of April, 1992, by SHAMROCK DEVELOPMENT CORPORATION OF LAKE COUNTY, INC., a Florida Corporation, hereinafter referred to as "DEVELOPER".

WHEREAS, the Developer did make and enter into that certain Declaration of Easements, Covenants, Conditions and Restrictions of Silver Lake Forest, recorded on April 9, 1990, in Official Records Book 1052, Page 2430 through 2449, inclusive, Public Records of Lake County, Florida;

WHEREAS, pursuant to Article I, Section 3, the Developer reserved the right to cause additional lands to become subject to the Declaration;

NOW THEREFORE, WITNESSETH: The Developer hereby declares that all of the real property described in Exhibit "A" attached hereto and incorporated herein by reference shall be held, sold, and conveyed subject to the Declaration of Easements, Covenants, Conditions and Restrictions of Silver Lake Forest, recorded in Official Record Book 1052, Page 2430 through 2449, inclusive, Public Records of Lake County, Florida.

IN WITNESS WHEREOF, the undersigned, has hereunto set his hand and seal the day and year first above-written.



Witnessed:

BOOK 1161 PAGE 0088

*Virginia A. Gardner*  
Print Name: Virginia A. Gardner

OF LAKE COUNTY,  
SHAMROCK DEVELOPMENT CORPORATION,  
INC.

*Sue Glance*  
Print Name: Sue Glance

By: *K. J. Shamrock*  
KEITH J. SHAMROCK, President

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this  
20th. day of April, 1992, by KEITH J. SHAMROCK, President  
of LAKE COUNTY,  
of SHAMROCK DEVELOPMENT CORPORATION, / INC., a Florida  
corporation, on behalf of the corporation. He is personally  
known to me (or has produced      as  
identification) and who did/did not take an oath.

*Virginia A. Gardner*  
NOTARY PUBLIC-Virginia A. Gardner  
(Type or Print Notary Name)  
Serial No., if any CC 137813  
My Commission Expires:



THIS INSTRUMENT PREPARED BY:  
ROBERT F. VASON, JR.  
Potter, Vason and Clement  
508 East Fifth Avenue  
Mount Dora, FL 32757  
(904) 383-4180

Commencing at the Southwest Corner of Section 14, Township 19 South, Range 25  
Encl. Lake County, Florida, run N  $0^{\circ}09'40''$  W, along the West line of the S.W. 1/4 of  
said Section 14 a distance of 715.00 feet to the Point of Beginning. From said P.O.B.  
continue N.  $0^{\circ}09'40''$  W, along said West line 612.29 feet to the N.W. corner of the S.W.  
1/4 of the S.W. 1/4 of Section 14; thence N.  $00^{\circ}02'34''$  E, along the North line of said  
S.W. 1/4 of the S.W. 1/4 a distance of 1208.59 feet to the West right-of-way of Radio  
Road; thence S.  $0^{\circ}11'07''$  E, along said right-of-way 660.93 feet; thence S.  $89^{\circ}48'53''$   
W, along said right-of-way 10.00 feet, and the beginning of a curve concave Westerly  
and having a radius of 1082.31 feet; said beginning point being N.  $89^{\circ}48'53''$  E. of the  
radius point, thence South along the arc of said curve through a central angle of a  
 $12^{\circ}03'44''$  an arc length of 227.85 feet to the beginning of a curve concave Easterly  
and having a radius of 1182.30 feet; thence Southerly along the arc of said curve  
through a central angle of  $4^{\circ}04'03''$  an arc length of 83.93 feet; thence leaving said  
right-of-way run S.  $89^{\circ}27'21''$  W. 132.34 feet; thence S.  $03^{\circ}37'45''$  W. 98.51 feet;  
thence S.  $77^{\circ}57'37''$  W. 100.01 feet; thence S.  $89^{\circ}27'22''$  W. 105.85 feet; thence N.  
 $87^{\circ}18'41''$  W. 66.00 feet; thence N.  $87^{\circ}29'55''$  W. 117.00 feet; thence N.  $0^{\circ}32'39''$  W.  
268.18 feet; thence N.  $88^{\circ}36'58''$  E. 58.92 feet; thence N.  $81^{\circ}26'41''$  E. 111.78 feet;  
thence N.  $72^{\circ}31'46''$  E. 97.94 feet; thence N.  $50^{\circ}03'39''$  E. 79.46 feet; thence N.  
 $52^{\circ}28'54''$  E. 77.33 feet; thence N.  $26^{\circ}51'57''$  E. 02.42 feet; thence N.  $18^{\circ}24'56''$  E.  
27.31 feet; thence N.  $4^{\circ}34'21''$  E. 43.64 feet; thence N.  $24^{\circ}58'12''$  W. 43.20 feet; thence  
N.  $37^{\circ}23'56''$  W. 28.89 feet; thence N.  $57^{\circ}25'11''$  W. 49.99 feet; thence N.  $69^{\circ}14'27''$  W.  
90.19 feet; thence N.  $71^{\circ}04'20''$  W. 202.04 feet; thence S.  $89^{\circ}50'20''$  W. 22.24 feet;  
thence N.  $81^{\circ}17'00''$  W. 91.20 feet; thence N.  $08^{\circ}32'52''$  W. 90.06 feet; thence S.  
 $60^{\circ}39'34''$  W. 72.81 feet; thence S.  $40^{\circ}08'41''$  W. 13.38 feet; thence S.  $11^{\circ}11'67''$  W.  
102.33 feet; thence S.  $9^{\circ}10'44''$  W. 50.58 feet; thence S.  $9^{\circ}46'28''$  W. 74.98 feet; thence  
S.  $25^{\circ}01'19''$  W. 98.52 feet; thence S.  $20^{\circ}07'14''$  W. 46.72 feet; thence S.  $3^{\circ}00'13''$  W.  
16.07 feet; thence S.  $20^{\circ}30'33''$  E. 31.15 feet; thence S.  $74^{\circ}59'59''$  W. 143.28 feet;  
thence N.  $33^{\circ}35'05''$  W. 119.82 feet; thence S.  $89^{\circ}50'20''$  West 142.00 feet to the point  
of beginning.

EXHIBIT A

S2 21616 NOTER AND COVENANT TO NOTICE OF RESTRICTIONS

The undersigned, being the owner of that certain real property in Lake County, Florida, which is more particularly described as follows:

Lot(s) 46 of SILVER LAKE FOREST, PHASE II, according to the plat thereof recorded in Plat Book 33, Pages 22 and 23, Public Records of Lake County, Florida.

hereby joins in, consents to, and agrees to the foregoing Supplementary Declaration of Easements, Covenants, Conditions and Restrictions of Silver Lake Forest.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 20th, day of April, A.D., 1992.

Signed, sealed and delivered  
in the presence of:

Virginia A. Gardner  
Print Name: Virginia A. Gardner  
Sue Slade  
Print Name: Sue Slade

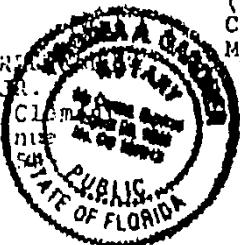
David R. Doucette  
Print Name: David R. Doucette  
Linda S. Doucette  
Print Name: Linda S. Doucette

STATE OF Florida  
COUNTY OF Lake

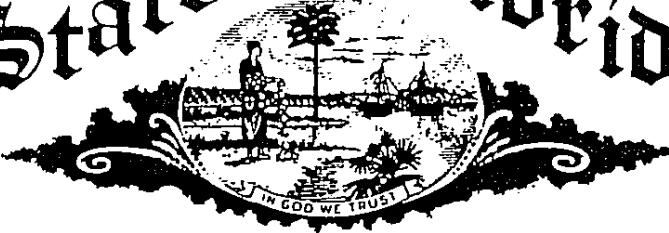
The foregoing instrument was acknowledged before me this 20th, day of April, 1992, by David R. and Linda S. Doucette, who is personally known to me (or who has produced as identification) and who did/did not take an oath.

Virginia A. Gardner  
NOTARY PUBLIC Virginia A. Gardner  
(Type or Print Name)  
Commission # CC 137813  
My Commission Expires:

THIS INSTRUMENT PREPARED BY  
ROBERT F. VASON, JR.  
Potter, Vason and Clemons, P.A.  
308 West Fifth Avenue  
Mount Dora, FL 32754  
(904) 383-4186



# State of Florida



The Great Seal of the State of Florida, featuring a central shield depicting a Native American on a horse, holding a bow and arrow, surrounded by a circular border with the words "THE GREAT SEAL OF THE STATE OF FLORIDA" and "IN GOD WE TRUST".

## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SILVER LAKE FOREST HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 4, 1990, as shown by the records of this office.

The document number of this corporation is N37441.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
4th day of April, 1990.



Jim Smith  
Secretary of State

FILED

ARTICLES OF INCORPORATION

APR 4 1 05 PM '90

OF

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

SILVER LAKE FOREST HOMEOWNERS' ASSOCIATION, INC.

The undersigned incorporator, a resident of the State of Florida and of full age, hereby make, subscribe, acknowledge and file with the Florida Secretary of State these Articles of Incorporation for the purpose of forming a corporation not-for-profit in accordance with the laws of the State of Florida.

ARTICLE I

Name

The name of this corporation shall be SILVER LAKE FOREST HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II

Office

The initial principal office of this Association shall be located at 2100 Lake Eustis Drive, Tavares, Florida 32778, which office may be changed from time to time by action of the Board of Directors. The name of the initial registered agent of this corporation at that address shall be KEITH J. SHAMROCK.

## ARTICLE III

### Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to promote the health, safety and general welfare of the residents within all or any portion of the following described tract of land situate in Lake County, Florida:

#### PARCEL I-A

##### DESCRIPTION:

That part of Sections 14 and 23, Township 19 South, Range 25 East, Lake County, Florida, described as follows: Beginning at the S.W. corner of said Section 14 (N.W. corner of Section 23) run N.0°09'40"W., along the West line of the S.W. 1/4 of said Section 14 a distance of 549.00 feet to a point on the Southerly right-of-way of Silver Bluff Drive, said point being N.0°09'40"W. of the Radius Point; from said point, run Southeasterly along the Southwesterly right-of-way of said Silver Bluff Drive along a curve (Said curve having a radius of 223.00 feet) through a central angle of 41°09'40" an arc length of 160.20 feet; thence continue along said right-of-way S.49°00'00"E., 330.00 feet to the beginning of a right-of-way curve concave Northeasterly and having a radius of 533.00 feet; thence Southeasterly and Easterly along said curve through a central angle of 41°32'39" an arc length of 386.47 feet; thence continue along said right-of-way N.89°27'21"E., 480.62 feet to a point on the curved right-of-way of Radio Road, said point being S.87°18'54"W. of the radius point and curve having a radius of 1182.30 feet; thence Southerly along the right-of-way of Radio Road through a central angle of 6°49'07" an arc length of 140.70 feet to the South line of the S.W. 1/4 of aforesaid Section 14; thence S.89°27'21"W. along the South line of Section 14 (North line of Section 23) a distance of

701.21 feet to a point N.89°27'21"E., 543.55 feet of the N.W. corner of Section 23; thence S.0°25'34"E. parallel with the West line of the N.W. 1/4 of Section 23 a distance of 356.70 feet; thence S89°27'21"W. parallel with the North line of Section 23 a distance of 543.55 feet to the West line of the N.W. 1/4 of Section 23; thence No.0°25'34"W along said West line 356.70 feet to the Point of Beginning.

PARCEL I-B

DESCRIPTION:

Commencing at the Southwest corner of Section 14, Township 19 South, Range 25 East, Lake County, Florida run N.0°09'40"W. along the West line of the S.W. 1/4 of Section 14 a distance of 615.00 feet to a point on the North right-of-way line of Silver Bluff Drive and the Point of Beginning; from said P.O.B. continue N.0°09'40"W. along said West line 100.00 feet; thence N.89°50'20"E. 142.00 feet; thence S.33°35'05"E. 119.82 feet; thence N.74°59'59"E. 143.26 feet; thence N.20°30'33"W. 31.15 feet; thence N.3°00'13"E. 16.07 feet; thence N.20°07'14"E. 46.72 feet; thence N.25°01'19"E. 98.52 feet; thence N.9°46'28"E. 74.96 feet; thence N.9°10'44"E. 50.58 feet; thence N.11°11'57"E. 102.33 feet; thence N.40°08'41"E. 13.38 feet; thence N.60°39'34"E. 72.81 feet; thence S.88°32'52"E. 90.06 feet; thence S.81°17'00"E. 91.20 feet; thence N.89°50'20"E. 22.24 feet; thence S.71°04'20"E. 202.04 feet; thence S.69°14'27"E. 90.19 feet; thence S.57°25'11"E. 49.99 feet; thence S.37°23'56"E. 28.89 feet; thence S.24°58'12"E. 43.20 feet; thence S.4°34'21"W. 43.64 feet; thence S.18°24'56"W. 27.31 feet; thence S.26°51'57"W. 92.42 feet; thence S.52°28'54"W. 77.33 feet; thence S.56°03'39"W. 75.46 feet; thence S.72°31'46"W. 97.94 feet; thence S.81°26'41"W. 111.76 feet; thence S.88°36'58"W. 58.92 feet; thence S.0°32'39"E. 268.18 feet; thence S.87°18'41"E. 66.00 feet; thence N.89°27'22"E. 105.85 feet; thence N.77°57'37"E. 100.01 feet; thence N.83°37'45"E. 98.51 feet; thence N.89°27'21"E. 132.34 feet to a point on the curved Westerly right-of-way of Radio Road. Said point being N.82°11'26"W. of the radius point. Said curve having a radius of 1182.30 feet, thence Southerly along the arc of said curve

through a central angle of  $7^{\circ}17'43''$  and an arc length of 150.54 feet, to the North right-of-way of Silver Bluff Drive; thence S. $89^{\circ}27'21''W.$  along said Northerly right-of-way 480.35 feet to the beginning of a curve concave to the Northeasterly and having a radius of 467.00 feet; thence Northwesterly along the arc of said curve through a central angle  $41^{\circ}30'04''$  an arc length of 338.26 feet; thence continue along said right-of-way N. $49^{\circ}00'00''W.$  330.00 feet to the beginning of a right-of-way curve concave Southwesterly and having a radius of 289.00 feet; thence along the arc of said curve through a central angle of  $41^{\circ}09'40''$  an arc length of 207.62 feet to the Point of Beginning.

and any additions thereto as may hereafter be brought within the jurisdiction of this Association; and the purposes of this Association shall include, without limitation of the foregoing, provision for the maintenance, preservation and architectural control of the residence Lots and Common Area as may now or hereafter be created by the recordation in the Public Records of Lake County, Florida, of that certain Declaration of Easements, Covenants, Conditions, and Restrictions of Silver Lake Forest which shall be recorded in the Public Records of Lake County, Florida as the same from time to time may be amended as therein provided (which Declaration, and all amendments thereto now or hereafter made, are hereafter collectively called the "Declaration") and within any additions to the above described property as may hereafter be brought within the jurisdiction of this Association. For the foregoing purposes, this Association is empowered to:

(a) Exercise all of the powers and privileges, and to perform all of the duties and obligations, of this Association as set forth in the Declaration, the terms and provisions of which are hereby incorporated by reference;

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

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

(d) Borrow money, and with the assent of two-thirds (2/3) of the votes of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of this Association's property to any public agency, authority, or utility for such purposes and subject to such conditions as may

be agreed to by the members; provided, however, no such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast not less than two-thirds (2/3) of the votes of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of each class of members;

(g) Annex additional real property in accordance with the provisions of the Declaration, with such annexations, when completed in accordance with the provisions of the Declaration, extending the jurisdiction, function, duties and membership of this corporation to the real property thereby annexed; provided, however, that where the Declaration requires that certain annexations be approved by this Association, such approval must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of such meeting to be given to all members at least sixty (60) days in advance, setting forth the purpose of the meeting;

(h) From time to time adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lot and Common Area, as defined in the Declaration, which rules and regu-

lations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(i) Have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit, corporation law of the State of Florida by law may now or hereafter have or exercise; and

(j) Cause the exteriors of the residence Lots to be maintained, as provided in the Declaration.

No part of the net earnings of the Association shall inure to the benefit of any member within the meaning of Section 501(c)(7) of the Internal Revenue Code of 1954, nor shall the Association engage in any other activity prohibited by such section, unless expressly authorized herein.

## ARTICLE IV

### Membership

Every person or legal entity who holds legal title of record to any undivided fee simple interest to any Lot which is subject by the provisions of the Declaration to assessment by this Association shall be a member of this Association, including contract sellers, but excluding all other persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

An Owner of more than one such Lot shall be entitled to one membership for each such Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the provisions of the Declaration.

## ARTICLE V

### Voting Rights

This Association shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners and shall be entitled to one (1) vote for each Lot owned; provided however, so long as there is Class B membership, Developer shall not be a Class A member. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one (1) vote be cast with respect to any Lot. There shall be no split vote.

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

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

(2) On January 1, 1999.

## ARTICLE VI

### Board of Directors

The affairs of this Association shall be managed by a Board of Directors initially composed of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment to the Bylaws of this Association but shall never be less than three (3) Directors. From and after the annual meeting immediately following the expiration of Class B membership in this Association, the Board shall at all times be composed of nine (9) Directors. At all times, the members of the Board of Directors shall consist of an odd number and shall be divided into three (3) classes: Class A, Class B and Class C. The term of office for all Directors shall be three (3) years, except that the term of office of the initial Class A Director shall expire at the annual meeting next ensuing, the term of office of the initial Class B Director shall expire one (1) year thereafter, and the term of the initial Class C Director shall expire two (2) years from the expiration of the term of office of the Class A Director. The names and addresses of the persons who are to act in the capacity of Directors until their successors are elected and qualify, unless they sooner die, resign or are removed, are:

NAME

ADDRESS

CLASS A DIRECTOR

PATRICIA B. SHAMROCK

2100 Lake Eustis Drive  
Tavares, Florida 32778

CLASS B DIRECTOR

KEITH J. SHAMROCK

2100 Lake Eustis Drive  
Tavares, Florida 32778

CLASS C DIRECTOR

STEVE SHAMROCK

2100 Lake Eustis Drive  
Tavares, Florida 32778

ARTICLE VII

Officers

The names and addresses of the Officers of this Association who, subject to the Articles and Bylaws of this Association and the laws of the State of Florida, shall hold office for the first year of the existence of this Association, or until an election is held by the Directors of this Association for the election of Officers, if earlier, and until their successors have been duly elected and qualify, unless they sooner die, resign or are removed, are:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
KEITH J. SHAMROCK	President	2100 Lake Eustis Drive Tavares, Florida 32778
STEVE SHAMROCK	Vice - President	2100 Lake Eustis Drive Tavares, Florida 32778
PATRICIA B. SHAMROCK	Secretary- Treasurer	2100 Lake Eustis Drive Tavares, Florida 32778

## ARTICLE VIII

### Incorporators

The name and address of the incorporator of these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
KEITH J. SHAMROCK	2100 Lake Eustis Drive Tavares, Florida 32778

## ARTICLE IX

### Dissolution

This Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than two-thirds (2/3) of the votes of each class of members. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit

corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

## ARTICLE X

### Duration

This Association shall exist perpetually.

## ARTICLE XI

### Bylaws

The Bylaws of this Association shall be initially adopted by the Board of Directors. Thereafter, the Bylaws shall be altered or rescinded by a majority vote of a quorum of members entitled to vote present at any regular or special meeting of the membership duly called and convened.

In order to constitute a quorum there must be in attendance Class B member(s), and any such vote shall require the unanimous consent of Class B member(s) so long as there are Class B member(s).

## ARTICLE XII

### Amendments

Any amendment of these Articles shall be proposed by any member of this Association entitled to vote at any regular or special meeting of the membership duly called and convened and

shall require the assent of the members entitled to cast seventy-five percent (75%) of the total votes eligible to be cast by those members entitled to vote.

#### ARTICLE XIII

##### Conflict

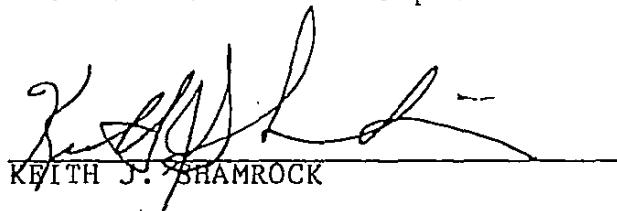
If there should be a conflict between any Article in this document as to voting and approval, or as to amendments and voting requirements, Article V shall control so long as there exist Class B member(s). After termination of Class B, then all voting requirements as to Class A shall be effective.

#### ARTICLE XIV

##### Interpretation

Express reference is hereby made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed and applied so as to avoid inconsistencies or conflicting results. Without limitation of the foregoing, the following terms shall have the same meaning in these Articles as such terms have in the Declaration: "Association", "Owner", "Properties", "Common Area", "Lot", and "Developer".

IN WITNESS WHEREOF, for the purposes of forming this not-for-profit corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 3rd day of April, 1990.



KEITH J. SHAMROCK

STATE OF FLORIDA

COUNTY OF LAKE

BEFORE ME, a Notary Public authorized to take acknowledgements in the State and County set forth above, personally appeared KEITH J. SHAMROCK to me known and known by me to be the person that executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed these Articles of Incorporation.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 3rd day of April, 1990

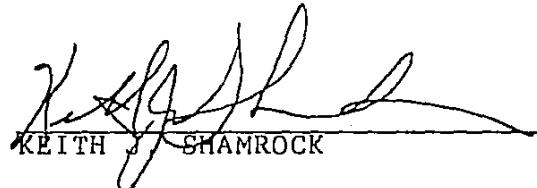


NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 25, 1990  
ISSUED THROUGH MURKIN-ASHTON, INC.

ACCEPTANCE BY INITIAL REGISTERED AGENT <sup>FILED</sup>

The undersigned hereby accepts the appointment of <sup>AN</sup> <sup>PH'00</sup> initial  
Registered Agent of SILVER LAKE FOREST HOMEOWNERS' <sup>ASSOCIATION OF STATE</sup>  
<sup>TALLAHASSEE, FLORIDA</sup> INC., which is contained in Article II of the foregoing Articles  
of Incorporation of SILVER LAKE FOREST HOMEOWNERS' ASSOCIATION,  
INC.



KEITH SHAMROCK

BYLAWS  
OF  
SILVER LAKE FOREST HOMEOWNERS' ASSOCIATION

ARTICLE I

Name and Location

The name of the not-for-profit corporation is SILVER LAKE FOREST HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "Association". The initial principal office of the Association shall be located at 2100 Lake Eustis Drive, in the the City of Tavares, County of Lake, State of Florida. Meetings of Members and Directors may be held at such places within the County of Lake as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to SILVER LAKE FOREST HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property, more specifically described as:

PARCEL I-A

DESCRIPTION:

That part of Sections 14 and 23, Township 19 South, Range 25 East, Lake County, Florida, described as follows: Beginning at the S.W. corner of said Section 14 (N.W. corner of Section 23) run N.0 09° 40"W., along the West line of the S.W. 1/4 of said Section 14 a distance of 549.00 feet to a point on the Southerly right-of-way of Silver Bluff Drive, said point being N.0 09'40"W. of the Radius Point; from said point, run Southeasterly along the Southwesterly right-of-way of said Silver Bluff Drive along a curve (Said curve having a radius of 223.00 feet) through a central angle of 41 09'40" an arc length of 160.20 feet; thence continue along said right-of-way S.49 00'00"E., 330.00 feet to the beginning of a right-of-way curve concave Northeasterly and having a radius of 533.00 feet; thence Southeasterly and Easterly along said curve through a central angle fo 41 32'39" an arc length of 386.47 feet; thence continue along said right-of-way N.89 27'21"E., 480.62 feet to a point on the curved right-of-way on Radio Road, said point being S.87 18'54"W. of the radius point and curve having a radius of 1182.30 feet; thence Southerly along the right-of-way of Radio

Road through a central angle of 6 49'07" an arc length of 140.70 feet to the South line of the S.W. 1/4 of aforesaid Section 14; thence S.89 27'21"W. along the South line of Section 14 (North line of Section 23) a distance of 701.21 feet to a point N.89 27'21"E., 543.55 feet of the N.W. corner of Section 23; thence S.0 25'34"E. parallel with the West line of the N.W. 1/4 of Section 23 a distance of 356.70 feet; thence S.89 27'21"W. parallel with the North line of Section 23 a distance of 543.55 feet to the West line of the N.W. 1/4 of Section 23; thence N.0 25'34"W along said West line 356.70 feet to the Point of Beginning.

PARCEL I-B

DESCRIPTION:

Commencing at the Southwest corner of Section 14, Township 19 South, Range 25 East, Lake County, Florida run N.0 09'40"W. along the West line of the S.W. 1/4 of Section 14 a distance of 615.00 feet to a point on the North right-of-way line of Silver Bluff Drive and the Point of Beginning; from said P.O.B. continue N.0 09'40"W. along said West line 100.00 feet; thence N.89 50'20"E. 142.00 feet; thence S.33 35'05"E. 119.82 feet; thence N.74 59'59"E. 143.26 feet; thence N.20 30'33"W. 31.15 feet; thence N.3 00'13"E. 16.07 feet; thence N.20 07'14"E. 46.72 feet; thence N.25 01'19"E. 98.52 feet; thence N.9 46'28"E. 74.96 feet; thence N.9 10'44"E. 50.58 feet; thence N.11 11'57"E. 102.33 feet; thence N.40 08'41"E. 13.38 feet; thence N.60 39'34"E. 72.81 feet; thence S.88 32'52"E. 90.06 feet; thence S.81 17'00"E. 91.20 feet; thence N.89 50'20"E. 22.24 feet; thence S.71 04'20"E. 202.04 feet; thence S.69 14'27"E. 90.19 feet; thence S.57 25'11"E. 49.99 feet; thence S.37 23'56"E. 28.89 feet; thence S.24 58'12"E. 43.20 feet; thence S.4 34'21"W. 43.64 feet; thence S.18 24'56"W. 27.31 feet; thence S.26 51'57"W. 92.42 feet; thence S.52 28'54"W. 77.33 feet; thence S.56 03'39"W. 75.46 feet; thence S.72 31'46"W. 97.94 feet; thence S.81 26'41"W. 111.76 feet; thence S.88 36'58"W. 58.92 feet; thence S.0 32'39"E. 268.18 feet; thence S.87 29'55"E. 117.00 feet; thence S.87'18"41 E. 66.00 feet; thence N.89 27'22"E. 105.85 feet; thence N.77 57'37"E. 100.01 feet; thence N.83 37'45"E. 98.51 feet; thence N.89 27'21"E. 132.34 feet to a point on the curved Westerly right-of-way of Radio Road. Said point being N.82 11'26"W. of the radius point. Said curve having a radius of 1182.30 feet, thence Southerly along the arc of said curve through a central angle of 7 17'43" and an arc length of 150.54 feet, to the North right-of-way of Silver Bluff Drive; thence S.89 27'21"W. along said Northerly right-of-way 480.35 feet to the beginning of a curve concave to the Northeastery and having a radius of 467.00 feet; thence Northwestery along the arc of said curve through a central angle 41 30'04" an arc length of 338.26 feet; thence continue along said right-of-way N.49 00'00"W. 330.00 feet to the beginning of a right-of-way curve concave Southwesterly and having a radius of 289.00 feet; thence along the arc of said curve through a central angle of 41 09'40" an arc length of 207.62 feet to the Point of Beginning.

Section 3. "Common Area" shall mean all real property owned either by the Association or the City of Leesburg of Lake County for the common use, benefit, welfare, and enjoyment of the Owners. The Common Area shall be designated by the Developer.

Section 4. "Lot" shall mean and refer to any plot of land, shown upon any recorded subdivision map or plat, except the Common Area, together with all improvements thereon.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding any other party holding the fee simple title thereto merely as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to Keith J. Shamrock, a married person, his heirs, successors or assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Easements, Covenants, Conditions, and Restrictions of Silver Lake Forest as recorded in Official Records Book 1052, Page 2430, Public Records of Lake County, Florida, and all amendments thereto now or hereafter recorded in said records.

Section 8. "Member" shall mean and refer to every Owner. Every Owner shall be entitled and required to be a Member of the Association. If title to a Lot is held by more than one person, each of such persons shall be Members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No persons or entity other than an Owner or Developer may be a Member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot, except that a contract seller may assign his membership and voting rights to his vendee in possession.

### ARTICLE III

#### Membership and Voting Rights

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners and shall be

entitled to one (1) vote for each Lot owned; provided however, so long as there is Class B membership, Developer shall not be a Class A Member. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one (1) vote be cast with respect to any Lot. There shall be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-Owner shall file the name of the voting co-Owner with the Secretary of the Association in order to be entitled to vote at such meeting, unless such co-Owner has filed a general voting authority with the Secretary applicable to all votes until rescinded.

Class B. The Class B Member(s) shall be the Developer and he shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(2) On January 1, 1997.

#### ARTICLE IV

##### Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of such Association, on such date and at such time and place as the Board of Directors shall determine.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary. All notices shall specify, the place, day and hour of the meeting, and, in the case of special meetings, the purpose thereof. Notice of any meeting may be waived in writing at any time before, at or after such meeting. Unless otherwise expressly

required by the Declaration or the Articles of Incorporation of this Association, notice of all other meetings shall be given at least fifteen (15) days in advance to each Member; and, unless a Member has requested the Secretary in writing that notice be given such Member by mail and furnished the Secretary with the address to which such notice is to be mailed, any notice required by these Bylaws, the Declaration or the Articles of Incorporation of this Association may, in the discretion of the person giving the same, be given by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association, or delivering the same to the Member personally. Delivery of notice pursuant to this subparagraph to any co-Owner of a Lot shall be effective upon all such co-Owners of such Lot, unless a co-Owner has requested the Secretary in writing that notice be given such co-Owner and furnished the Secretary with the address to which such notice may be delivered by mail.

Section 4. Quorum. The presence, in person or by proxy, at the meeting of Members entitled to cast one-third (1/3) 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, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

Section 6. Determination of Membership. For the purposes of determining the persons entitled to notice under any provision of these Bylaws, the Articles of Incorporation of this Association, or the Declaration, and for the purpose of determining those persons entitled to vote at any meeting of the Association, membership shall be shown on the books of the Association as of a date set by the Board of Directors, which date shall be not more than thirty (30) days prior to the date of such notice or of such meeting. If the Board of Directors fails to establish such a date, membership shall be as shown on the books of the Association on the thirtieth (30th) consecutive calendar day prior to the date of such notice or of such meeting.

## ARTICLE V

### Board of Directors, Selection, Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) Directors who need not be Members of the Association. The Directors are hereby divided into three (3) classes: Class A, Class B and Class C. The initial Board of Directors shall be three (3) in number, one (1) Class A, one (1) Class B and one (1) Class C. From and after the annual meeting immediately following the expiration of Class B membership in this Association, the Board shall at all times be composed of nine (9) Directors. At all times, the members of the Board of Directors shall consist of an odd number and shall be divided into three (3) classes: Class A, Class B and Class C.

Section 2. Term of Office. The term of office of the initial Class A Director shall expire at the annual meeting next ensuing. The term of office of the initial Class B Director shall expire one year thereafter. The term of office of the initial Class C Director shall expire two (2) years after the expiration of the term of the Class A Director. At each succeeding annual election, the Director elected shall be chosen for a full term of three (3) years to succeed the one whose term expires. A Director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed or otherwise disqualified to serve.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board, even if less than a quorum, and shall serve for the unexpired term of his predecessor, unless he sooner dies, resigns, or is removed or otherwise disqualified to serve.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE VI

### Nomination and Election of Directors

Section 1. Nomination. 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 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.

Section 2. 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 Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VII

### Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board; provided, however, that until such time as there is Class A membership in the Association, nothing contained in the Bylaws shall require the Board of Directors to meet more often than once a year. 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 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director. Such notice may be waived in writing at any time before, at or after the meeting.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. 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.

Section 4. Informal Action. Any action of the Board of Directors which is required or permitted to be taken at a meeting may be taken without a meeting if written consent to such action, signed by all members of the Board, is filed in the minutes of the proceedings of the Board prior to the taking of such action. Members of the Board of Directors shall be deemed present at a meeting of such Board if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used.

## ARTICLE VIII

### Powers and Duties of the Board of Directors

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

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights 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 right may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

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

(e) Employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties.

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

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

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

(c) As more fully provided in the Declaration, to:

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

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

(3) Enforce collection of all assessments owed the Association which are not paid within thirty (30) days after the due date thereof by foreclosure, suit or such other lawful procedure as the Board deems in the best interest of the Association;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. A properly executed certificate of the Association as to the status of assessments on a Lot shall bind the Association as of the date of its issuance;

(e) Procure and maintain adequate liability insurance on property owned by the Association; each Owner shall carry his or her own liability and hazard insurance covering the real property and improvements thereto owned by each Owner;

(f) Cause all persons or entities (except banking institutions) employed, authorized or contracted to collect, disburse and manage this Association's funds, including officers and Directors of the Association, to be bondable with standard fidelity and errors and omissions coverage for the benefit of the Association, and the premiums for such bonds may, in the discretion of the Board, be paid from Association funds;

(g) Cause the Common Area to be maintained;

(h) With the assistance of the Treasurer, the Board shall cause an annual audit of this Association's books to be made by a certified public accountant at the completion of each fiscal year and shall prepare an annual budget and statement of income and expenditure to be presented to the membership at its regular annual meeting, which budget shall contain, within the limits of available funds, adequate reserves for the maintenance and replacement of Association property and for the maintenance of Members' property as required by the Declaration, all in accordance with sound financial practice; and

(i) Otherwise manage the affairs of the Association.

## ARTICLE IX

### Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice-President, a Secretary-Treasurer, and such other officers as the Board may from time to time by resolution create. The President and Treasurer shall be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until his successor shall be elected and qualify, unless he dies, resigns, or is removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold offices for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein the

acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces, unless he sooner dies, resigns, or is removed or otherwise disqualified to serve.

Section 7. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds and other written instruments and co-sign resolutions of the Board; sign all checks and promissory notes; and exercise and discharge such other duties as may be required of him 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 by the Board.

(c) Secretary-Treasurer. The Treasurer shall cause the receipt of and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an independent accountant at the completion of each fiscal year; 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; and exercise and discharge such other duties as may be required of him by the Board.

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; service 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 exercise and discharge such other duties as may be required of him by the Board.

## ARTICLE X

### Committees

The Board of Directors of the Association shall appoint an Architectural Control Committee, as provided in the Declaration and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE XI

### Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Members. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. As used in this Article only, "Member" shall include any person or entity holding a first mortgage on such Member's Lot.

## ARTICLE XII

### Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of ten percent (10%) per annum; and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the Common Area or abandonment of his Lot. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosure or waiving the lien securing the same.

## ARTICLE XIII

### Corporate Seal

The Association shall have a seal in circular form having within its circumstances the words: SILVER LAKE FOREST HOMEOWNERS' ASSOCIATION, an impression of said seal appearing on the margin hereof.

## ARTICLE XIV

### Amendments

Section 1. These Bylaws may be altered or rescinded by majority vote of a quorum of Members present and entitled to vote at any regular or special meeting of the membership duly called and convened.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and, in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XV

### Miscellaneous

The fiscal year of the Association shall begin on the first day of January of every year, except that the first fiscal year shall begin on the date of incorporation.

96 72109

Prepared by and return to:  
Lennon E. Bowen, III  
Bowen & Campione, P.A.  
Post Office Box 926  
Eustis, FL 32727-0926

Grantor #ID.#: 59-2493271  
Grantee #ID.#: 59-3111272  
Parcel ID #: 1419250446-00A-00000

REC 900 RECEIVED FOR  
TF 150 EXCISE TAXES  
MORT. DOC —  
DEED DOC 170  
INT. JAMES C. WATKINS, CLERK LAKE CO. FL

BY 104 D.C.

O.D. 1475 PAGE 0508

### QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 27th day of August, 1996 by SHAMROCK DEVELOPMENT CORPORATION OF LAKE COUNTY, INC. n/k/a SHAMROCK HOMES, INC., a Florida corporation ("Grantor"), to SILVER LAKE FOREST HOMEOWNERS' ASSOCIATION, INC., a Florida nonprofit corporation ("Grantee"), whose address is 2100 Lake Eustis Drive, Tavares, Florida 32778.

### WITNESSETH

Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged by Grantor, does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, to-wit:

Tracts A & B, and Environmental Easement and Water Retention Area, as identified and described on the Plat of Silver Lake Forest, as recorded in Plat Book 31, Page 31, Public Records of Lake County, Florida;

and

Tract A, as identified and described on the Plat of Silver Lake Forest Phase II, as recorded in Plat Book 33, Page 23, Public Records of Lake County, Florida.

To have and to hold the same together with all and singular the appurtenances thereunto belonging on in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee forever. \*Singular and plural are interchangeable as context requires.

RECORDED  
RECORDED  
VERIFIED  
LAKE COUNTY, FL

Quit-Claim Deed  
Page Two

1475 PAGE 0509

IN WITNESS WHEREOF, Grantor has signed and sealed this Quit-Claim Deed the day and year first above written.

Signed, sealed and delivered  
in the presence of:

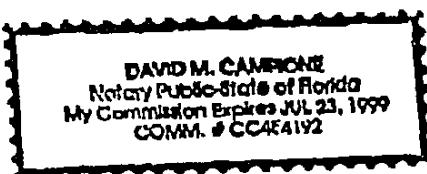
Renee Lashley  
Witness  
RENEE LASHLEY  
Print  
Dave M. Campione  
Witness  
Dave M. Campione  
Print

Shamrock Development Corporation  
of Lake County, Inc. n/k/a  
Shamrock Homes, Inc.

By: Keith J. Shamrock  
Keith J. Shamrock  
President  
2100 Lake Eustis Drive  
Tavares, Florida 32778

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 27th day of August, 1996 by Keith J. Shamrock, as president of Shamrock Homes, Inc., on behalf of the corporation, who is personally known to me and who did take an oath.



Keith J. Shamrock  
Notary Public  
My Commission Expires: