

Prepared By:  
Canoe Creek Estates HOA, Inc.  
P.O. Box 452847  
Kissimmee, Florida 34745  
847-2280

R

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2006067889 OR 3091/1460  
HGF Date 03/10/2006 Time 10:22:36

**CERTIFICATE OF AMENDMENT TO THE  
BYLAWS OF CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted as an Amendment to the Bylaws of Canoe Creek Estates Homeowners' Association, Inc. which is recorded in Official Records Book 1172, at Page 1925, of the Public Records of Osceola County, Florida. The Amendment was approved by the Board of Directors in accordance with Section 7.02 of the Bylaws.

DATED this 18<sup>th</sup> day of January, 2006

As to witnesses:

CANOE CREEK ESTATES HOMEOWNERS'  
ASSOCIATION, INC.

[Signature]  
Witness

By: [Signature]  
Jeffrey Kuenzli, President

[Signature]  
Witness

Attest: [Signature]  
Nancy Lapre, Secretary

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 18 day of January, 2006, by Jeffrey Kuenzli, as President and Nancy Lapre, as Secretary of Canoe Creek Estates Homeowners' Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification and who did take an oath.

[Signature]  
NOTARY PUBLIC

 **Minetta Garay**  
Commission #DD291815  
Expires: Mar 03, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

**AMENDMENT TO THE BYLAWS OF  
CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.**

The original Bylaws of Canoe Creek Estates Homeowners' Association, Inc. ("Bylaws") is recorded in Official Records Book 1172, Page at 1925, of the Public Records of Osceola County, Florida.

**As used herein, words underlined are added and words hyphenated through are deleted.**

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**Amendment to Article Three, Section 3.09.** Article Three, Section 3.09 of the Bylaws is amended to read as follows:

3.09 The number of members represented in person or by proxy that will constitute quorum at a meeting of the Member will be one-tenth (1/10) a majority of the members.

This Instrument prepared by and )  
should be returned to: )

Robert L. Taylor, Esquire )  
TAYLOR & CARLS, P.A. )  
850 Concourse Parkway South )  
Suite 105 )  
Maitland, Florida 32751 )  
(407) 660-1040 )

Cross Reference to Declaration recorded in )  
Official Records Book 1164, Page 2025 and )  
the Bylaws recorded at Official Records )  
Book 1172, Page 1927 both of the Public )  
Records of Osceola County, Florida )

CL 2006081335 OR 3106/1268  
JSS Date 03/24/2006 Time 12:53:17

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CANOE CREEK ESTATES  
BY AMENDING THE BYLAWS OF  
CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANOE CREEK ESTATES BY AMENDING THE BYLAWS OF CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. ("Amendment to Bylaws") is made this 25<sup>th</sup> day of FEBRUARY 2006, by Canoe Creek Estates Homeowners' Association, Inc. ("Association").

**RECITALS**

**WHEREAS**, the original Declaration of Covenants, Conditions and Restrictions for Canoe Creek Estates was recorded in Official Records Book 1164, Page 2025 and has been amended by Amendments recorded in Official Records Book 1546, Page 935, Official Records Book 1637, Page 1012, Official Records Book 1807, Page 99, Official Records Book 1843, Page 2742, and Official Records Book 2130, Page 2446, all of the Public Records of Osceola County, Florida (hereinafter collectively referred to as the "Declaration"); and

**WHEREAS**, the original Bylaws for the Canoe Creek Estates Homeowners Association, Inc. was recorded in Official Records Book 1172, Page 1925 and has been amended by Amendments recorded in Official Records Book 1243, Page 2337, and by at least one of the

CODING: Additions to text are indicated by bold underline; deletions by ~~strikeout~~.

above referenced amendments to the Declaration, all of the Public Records of Osceola County, Florida (hereinafter collectively referred to as the "Bylaws");

**WHEREAS**, Section 7.02 of the Bylaws vests in the Board of Directors the unilateral right to further alter or amend the Bylaws.

**NOW THEREFORE**, the Board of Directors, by unanimous vote, at a duly noticed and constituted Board meeting held on FEBRUARY 25, 2006 hereby amends the Bylaws by adding a new Article VIII to read as follows:

**ARTICLE VIII**

**Power to Impose Fines:**

In addition to all other remedies available to the Association, a fine or fines may be imposed upon an Owner or against any tenant, guest or invitee for failure of an Owner, his family, guests, invitee, employees, or tenants (hereinafter "Owner"), to comply with the terms of any Canoe Creek documents, including but not limited to, the Declaration, Articles of Incorporation, these By-Laws and reasonable rules and regulations (hereinafter "Governing Documents"), provided that the procedural and due process requirements required by Florida law, (e.g. Section 720.306, Florida Statutes), as amended from time to time, are followed, which requirement shall be adopted and amended from time to time by the Board of Directors.

Executed at 231 Ruby Ave, Kissimmee, FL 32741, Osceola County, Florida, on this the 14 day of MARCH, 2006.

Signed, sealed and delivered  
in the presence of:

CANOE CREEK ESTATES HOMEOWNERS'  
ASSOCIATION, INC.

Anne Auger  
Print Name: Anne Auger

By: [Signature]  
Print Name: JEFFREY KUENZLE  
Its President

Christina Fountain  
Print Name: Christina Fountain

Address: 3017 ELBIB DR.  
ST. CLOUD, FL 34772

CODING: Additions to text are indicated by **bold underline**; deletions by **strikeout**.

Attest: Ann C Tucker

Print Name: \_\_\_\_\_

Print Name: Ann C Tucker

Its Secretary

Address: 2963 Ti Kimber Way  
St. Cloud, FL 34772

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT was acknowledged before me this 14<sup>th</sup> day of March, 2006, by Jeff Kuenzi and

who  are personally known to me to be the President and Secretary, respectively, of **CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.**, or  have produced \_\_\_\_\_

(type of Identification) as Identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 14<sup>th</sup> day of March, 2006.



**Minetta Garay**  
Commission #DD291815  
Expires: Mar 03, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

Minetta Garay

Notary Public-State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Canoe Creek Cer1

CODING: Additions to text are indicated by **bold underline**; deletions by **strikeout**.

ARTICLES OF INCORPORATION

OF

CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.

The undersigned, by these Articles, files these Articles for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes (1991), and certify as follows:

ARTICLE I

Name and Address

The name of the corporation shall be CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as "The Association", and shall have the following as its office and street address, or such other place as the Board of Directors may designate from time to time:

2519 Pershing Oaks Place  
Orlando, Florida 32806

ARTICLE II

Purpose

2.1 The purpose for which The Association is organized is to promote the recreation, health, safety and welfare of the residents of CANOE CREEK ESTATES, more particularly described per the Plat of CANOE CREEK ESTATES recorded in Plat Book 8 Page 8+9, Public Records of Osceola County, Florida, as well as of the residents of any additional land which may be placed within the jurisdiction of this corporation by annexation as provided in the Declaration, all of said lands being hereinafter sometimes referred to as "The Properties".

2.2 The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members and The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

Powers

3.1 The Association shall have all the common law and statutory powers of a corporation not for profit which are not

in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers, authority and duties set forth in the CANOE CREEK ESTATES Declaration of Covenants and Restrictions recorded in the Public Records of Osceola County, Florida, as amended from time to time, hereinafter sometimes referred to as "The Declaration", and all of the powers and duties necessary to operate and maintain the CANOE CREEK ESTATES development, including, but not limited to the power to fix and levy assessments against The Properties, which assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties, and in particular for the improvement and maintenance of properties, services and facilities related to the operation, use and enjoyment of the Common Properties and of the homes situated upon The Properties. Said powers, authority and duties shall include, but not be limited to:

a. Payment of Operating Expenses of The Association;

b. Doing anything or performing any service necessary or desirable, in the judgment of The Association, to keep the subdivision neat and attractive or to preserve or enhance the value of The Properties therein, or to eliminate fire, health or safety hazards, or accomplish any matters which, in the judgment of The Association, may be of general benefit to the owners or occupants of lands included in the subdivision;

c. Doing any act or thing required or permitted by and any and all provisions of The Declaration;

d. Own, operate, maintain and improve such Common Properties as are designated upon the plat or plats of The Properties.

ARTICLE IV

Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to covenants of record to assessment by this Association shall be a member of The Association and have voting rights, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member. Membership is appurtenant to, and inseparable from ownership of the lot.

ARTICLE V

Voting Rights

The Association shall have two classes of voting membership:

i. Class A. Class A Members shall be all Owners, except the Developer for so long as the Developer retains Class B voting rights as defined herein, of Lots and shall be entitled to one (1) vote for each such Lot so owned.

ii. 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 when one of the following occurs:

(1) when the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in the Class B membership or later if extended by Developer for additional phases, subject only to the approval of the Department of Housing and Urban Development; or

(2) on December 31, 1995 or later if extended by Developer for additional phases, subject only to the approval of the Department of Housing and Urban Development.

The vote or votes for each lot must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner or owners cast a vote representing a certain lot, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other owners of the same lot. In the event more than one vote is cast for a particular lot, none of said votes shall be counted and said votes shall be deemed void.

In the event that more than one person shall at any time be the owner of any lot, all such persons shall be members and the vote for each such lot shall, subject to the provisions of the foregoing paragraph, be exercised as such persons among themselves shall determine. In no event shall more than one vote be cast with respect to any lot. For purposes of determining the votes allowed under this Article, no tenant or lessee of a lot shall be entitled to any voting rights in The Association.



ARTICLE VI

Directors

6.1 The affairs of The Association shall be managed by a Board of Directors consisting of no less than three (3) Directors, nor more than seven (7); however, the Board shall consist of an odd number. The initial Board of Directors shall consist of three (3) Directors who shall hold office until the election of their successors as specified in the By-Laws. The Directors shall be required to be either (1) members of The Association, or (2) agents, representatives or employees of the Developer.

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

W.N. Weaver, Jr.	2519 Pershing Oaks Place Orlando, Florida 32806
Carolyn J. Weaver	2519 Pershing Oaks Place Orlando, Florida 32806
Jose A. Rey	233 S. Semoran Blvd. Orlando, Florida 32807

Replacement Director shall be elected at the times and in the manner set forth in the By-Laws of The Association.

6.3 The Developer of CANOE CREEK ESTATES, shall be entitled to elect to the Board of Directors a majority of the members thereof until such time as Developer has sold fifty-one percent (51%) of the lots within The Properties.

ARTICLE VII

Officers

The affairs of The Association shall be administered by officers as designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of The Association, and they shall serve at the pleasure of the Board of Directors. The officers shall be required to be either (1) members of The Association, or (2) agents, representatives, or employees of the Developer. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: W.N. Weaver, Jr. 2519 Pershing Oaks Place  
Orlando, Florida 32806

Secretary: W.N. Weaver, Jr. 2519 Pershing Oaks Place  
Orlando, Florida 32806

ARTICLE VIII

Additions to Properties and Membership

Additions to The Properties described in Article II may be made only in accordance with the provisions of The Declaration. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties and membership of this Association to such properties.

ARTICLE IX

Mergers and Consolidations

Subject to the provisions of The Declaration, and to the extent permitted by law, The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidations shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE X

Dedication of Properties or  
Transfer of Function to Public Agency or Utility

The Association shall have power to dispose of its real properties only as authorized under The Declaration.

ARTICLE XI

Indemnification

Every Director and every officer of The Association shall be indemnified by The Association against all expenses and liabilities, including counsel fees, at trial and upon appeal, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be party or in which he may become involved by reason of

his being or having been a Director or officer of The Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of The Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled by law.

## ARTICLE XII

### By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws and The Declaration.

## ARTICLE XIII

### Amendments

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

13.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

13.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by two-thirds (2/3) of the Members of The Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than two-thirds (2/3) of the members of The Association.

13.3 So long as there is a class B membership the following actions require the prior approval of FHA/VA: Annexation of additional properties, mergers and consolidations, mortgaging of common area, dedication of common area, dissolution and amendment of the articles of Incorporation.

13.4 In the alternative, an amendment may be made by an agreement signed and acknowledged by all members of The Association in the manner required for the execution of a Deed.

13.5 No amendment shall make any changes in, or be effective to impair or dilute, any rights of members that are governed by The Declaration, as, for example, qualification for membership and voting rights of members, which are part of the property interest created thereby.

13.6 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Osceola County, Florida.

ARTICLE XIV

Term of Existence

The effective date upon which this Association shall come into existence shall be the date these Articles are subscribed, and it shall exist perpetually thereafter unless dissolved according to law.

If the association is dissolved, the assets shall be dedicated to a public body, or conveyed to a non profit organization with similar purpose.

ARTICLE XV

Registered Agent

Until resignation or replacement, the registered agent of The Association for purposes of service of process pursuant to Section 617.023, Florida Statutes, shall be W.N. Weaver, Jr., 2519 Pershing Oaks Place, Orlando, Florida 32806. By the execution of these Articles, W.N. Weaver, Jr. accepts the foregoing designation as registered agent.

ARTICLE XVI

Subscribers

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

W.N. Weaver, Jr.

2519 Pershing Oaks Place  
Orlando, Florida 32806

IN WITNESS WHEREOF, the subscriber has hereunto affixed his signature on the 18 day of February, 1994.

W.N. Weaver, Jr.  
W. N. WEAVER, JR.

STATE OF FLORIDA

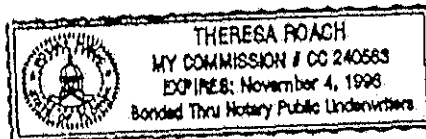
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, on this day personally appeared W.N. WEAVER, JR., who is personally known to me being duly sworn, acknowledged and swore to the execution of the foregoing Articles of Incorporation of CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. for the purposes expressed in such Articles.

WITNESS my hand and official seal in the County and State named above, this 18 day of February, 1994.

[Signature]  
Notary Public

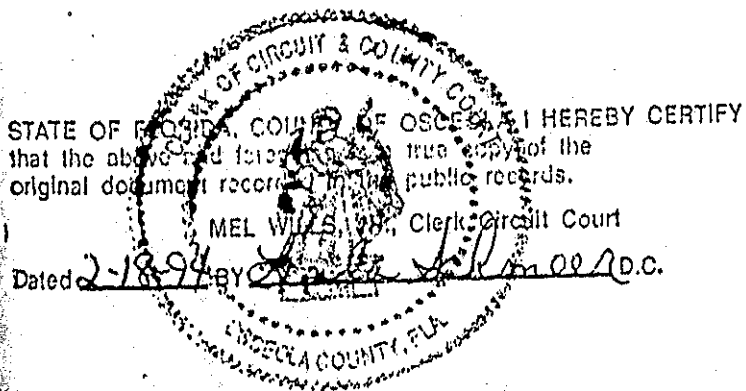
My Commission Expires:



ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned hereby accepts the appointment to serve as the initial registered agent of CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.

W.N. Weaver, Jr.  
W. N. WEAVER, JR.



Return to: Nat Weaver, Inc., 2519 Pershing Oaks Place, Orlando, Fl 32806

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF CANOE CREEK ESTATES AND AMENDMENT TO BYLAWS OF CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION INC.

THIS INSTRUMENT DATED THE 20TH DAY OF OCTOBER, 1998, BY NAT WEAVER, INC., A FLORIDA CORPORATION;

THE CANOE CREEK ESTATES DECLARATION OF COVENANTS AND RESTRICTIONS DATED DECEMBER 20, 1993 RECORDED IN O. R. BOOK 1164, PAGE 2025 AND THE BYLAWS OF CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. DATED FEBRUARY 18, 1994 RECORDED IN O. R. BOOK 1172, PAGE 1925, ALL AMONG THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ARE HEREBY AMENDED AS FOLLOWS:

- 1. THE LANDS ENCUMBERED BY SAID DECLARATION AND BYLAWS SHALL HEREBY INCLUDE CANOE CREEK ESTATES PHASE III, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT " A " ATTACHED HERETO. THIS AMENDMENT SHALL ESTABLISH AND SECURE THE ENFORCEMENT OF THE SAME UPON THE USAGE AND DEVELOPMENT OF LOTS WITHIN SAID CANOE CREEK ESTATES PHASE III.
2. PARAGRAPH 14 ( CLOTHESLINES ) OF THE DECLARATION OF COVENANTS AND RESTRICTIONS IS HEREBY AMENDED TO READ: " ALL CLOTHESLINES SHALL BE PLACED AT THE REAR OF AND WITHIN THE AREA ENCOMPASSED BY A REARWARD EXTENSION OF THE SIDELINES OF THE DWELLING THEY SERVE AND MUST NOT BE VISIBLE FROM ANY STREETS IN THE SUBDIVISION. "
3. PARAGRAPH 15a ( PARKING RESTRICTIONS ) OF THE DECLARATION OF COVENANTS AND RESTRICTIONS IS HEREBY AMENDED TO READ: " NO SEMI-TRUCK OR SEMI-TRAILER, DUMP TRUCKS OR OTHER SIMILAR VEHICLES ( WHETHER COMMERCIAL OR PRIVATE ) SHALL BE PARKED ON THE LOT, STREET, INCLUDING THE RIGHT-OF-WAY THEREOF, EXCEPT FOR ( a ) WHEN PARKED ENTIRELY WITHIN A GARAGE PERMITTED TO BE BUILT UNDER THESE RESTRICTIONS, OR ( b ) LOADING OR UNLOADING PURPOSES WHICH SHALL NOT EXCEED TWO HOURS IN LENGTH, OR ( c ) WHEN THE VEHICLE IS BEING USED IN CONJUNCTION WITH THE MAINTENANCE OR REPAIRS TO THE DWELLING. NO CARS, TRUCKS, VANS OR RECREATIONAL VEHICLES SHALL BE PARKED ON FRONT LAWNS OR RIGHT-OF-WAY AREAS BETWEEN THE SIDEWALKS AND STREETS. BOATS SHALL BE PARKED ONLY IN BACK YARDS. "

ALL OTHER PROVISIONS OF SAID DECLARATION OF COVENANTS AND RESTRICTIONS OF CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. SHALL REMAIN IN FULL FORCE AND EFFECT.

THIS AMENDMENT IS FILED PURSUANT TO PARAGRAPH TWENTY OF SAID DECLARATION AND WAS APPROVED BY THE BOARD OF DIRECTORS AT A SPECIAL MEETING ON THIS DATE CALLED BY THE PRESIDENT, W. N. WEAVER, JR.

WITNESS MY HAND AND OFFICIAL ON THE DATE FIRST WRITTEN ABOVE:

Handwritten signatures and printed names of W. N. Weaver, Jr. and Cheryl A. Peterson, including their titles and company information.

STATE OF FLORIDA, COUNTY OF ORANGE;

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20th DAY OF October, 1998, BY W. N. WEAVER, JR., PRESIDENT OF NAT WEAVER, INC., WHO IS PERSONALLY KNOWN TO ME.

Notary Public seal for Lisa M Ianniello, My Commission CC404501, Expires Oct. 28, 1999.

Handwritten signature and 'NOTARY PUBLIC' text.

LARRY WHALEY CLERK OF CIRCUIT COURT OSCEOLA COUNTY, FLORIDA CL 98125484 OR 1546/ 935 KGC Rec. Date 10/28/98 Time 11:45 2P

BYLAWS CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION INC.

A NONPROFIT CORPORATION

ARTICLE ONE

INTRODUCTION

Definition of Bylaws

1.01 These Bylaws constitute the code of rules adopted by CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC., for the regulation and management of its affairs.

Purposes and Powers

1.02 This Corporation will have the purposes or powers as may be stated in its Articles of Incorporation, and such powers as are now or may be granted hereafter by law.

The primary purpose of this Corporation is to promote the recreation, health, safety and welfare of the residents of CANOE CREEK ESTATES.

ARTICLE TWO

OFFICES AND AGENCY

Principal and Branch Offices

2.01 The principal place of business of this Corporation in Florida will be located at 2519 Pershing Oaks Place, Orlando, Florida 32806.

Location of Registered Office

2.02 The location of the initial registered office of this Corporation is 2519 Pershing Oaks Place, Orlando, Florida 32806. Such office will be continuously maintained in the State of Florida for the life of this Corporation. The Board of Directors may change the address of its registered office

by duly adopted resolution and filing the appropriate statement with the Secretary of State.

## ARTICLE THREE

### MEMBERSHIP

#### Definition of Membership

3.01 The Members of this Corporation are those persons having membership rights in accordance with the provisions of the Articles of Incorporation.

#### Class(es) of Members

3.02 Every person or entity who is a record owner of fee simple of an undivided fee interest in any lot shall be a member of the association. Membership is appurtenant to, and inseparable from ownership of a lot.

#### Member's Dues

3.03 Homeowners' Association membership dues will be determined by a majority vote of the Board of Directors.

#### Assessments

3.04 The Association has the authority to levy assessments against each lot to be used exclusively to promote recreation, health, safety and welfare of the residents in CANOE CREEK ESTATES and for the improvements and maintenance of the landscaped area situated at the entry way of CANOE CREEK ESTATES, entrance, median landscaping, parks, pool and other recreation areas and to secure liability insurance if required by Osceola County or approved by the Board of Directors of the association, and the employment of attorneys,



accountants and other professionals to represent the association when necessary or useful. The assessment for 1993 is \$96.00 per lot and each year may be increased by maximum of 10% of the preceding year assessment.

#### Notice of Members' Meetings

3.05 Written or printed notice, stating the place, day, and hour of the meeting and a purpose or purposes for which the meeting is called, must be delivered not less than five not more than forty calendar days before the dated of the members' meeting, either personally, by first class mail, or by telegram, to each Member entitled to vote at such meeting.

#### Special Members' Meetings

3.06 Special meetings of the Members may be called by any of the following:

- (1) The Board of Directors;
- (2) The President;
- (3) Any other officers or key personnel;

or

- (4) Members having at least 10 percent of the votes that all members are entitled to cast at such meetings.

#### Voting Rights of Members

3.07 Each Member of the homeowners association will be entitled to one (1) vote on each matter submitted to a vote by the Members except for a Class B Members who are entitled to 10 votes for each lot owned.

### Members' Proxy Voting

3.08 A Member may vote either in person or by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact. No proxy will be recognized as valid after eleven months from the date of its execution unless expressly provided otherwise in the proxy.

### Quorum of Members

3.09 The number of members represented in person or by proxy that will constitute quorum at a meeting of the Members will be a majority of the members. <sup>1/2</sup>

### Transferability of Membership

3.11 Membership is appurtenant and inseparable from, ownership of lots.

## ARTICLE FOUR

### DIRECTORS

#### Definition of Board of Directors

4.01 The Board of Directors is that group of persons vested with the management of the business and affairs of this Corporation subject to the law, the Articles of Incorporation, and these Bylaws.

#### Structure of Board

4.02 The Board of Directors of this Corporation will constitute a single class.

#### Qualifications of Directors

4.03 The qualifications for becoming and remaining a Director of this Corporation are as follows:

(1) Directors need not be residents of the State of Florida.

(2) Directors must be Members of the Corporation.

#### Number of Directors

4.04 The number of Directors of this Corporation will not be less than three (3) at any time.

#### Terms of Directors

4.05 Directors will be elected for a term of one (1) year. Each Director will hold office for the term for which elected and until a successor has been selected and qualified.

A Director may be removed from office when such action will serve in the best interest of the Corporation.

*RECALL  
BOARD MEMBERS*

#### Vacancies on the Board

4.06 Resignation of Directors will become effective immediately or on the date specified therein, and vacancies will be deemed to exist as of such effective date. Any vacancy occurring on the Board of Directors will be filled by election by the Members at a special meeting to be called by the Board of Directors. The new Director will serve for the unexpired term of the predecessor in office.

*MODIFY*

#### Notice of Directors' Meetings

4.07 Written or printed notice stating the place, day and hour of any special meeting of the Board of Directors will be delivered to each Director not less than two (2) nor more than thirty (30) business days before the date of the meeting either personally or by first class mail.

## Special Board Meeting

4.08 A special meeting of the Board of Directors may be called by either:

- (1) The President.
- (2) Other Officers.
- (3) A number constituting a quorum of the Board of Directors.

## Quorum of Directors

4.09 A majority of the whole Board of Directors will constitute a quorum; provided, that in no event shall a quorum consist of less than one half of the whole Board. The act of a majority of the Directors present at a meeting at which a quorum is present will be the act of the Board of Directors, unless a greater number is required under the provisions of the Articles of Incorporation, or any provision of these Bylaws.

## ARTICLE FIVE

### OFFICERS

#### Roster of Officers

5.01 The Officers of this Corporation will consist of the following personnel:

- (1) President.
- (2) Vice-President.
- (3) Secretary.
- (4) Treasurer.

Any one person may serve in two or more positions at the same time.

## Selection of Officers

5.02 Each of the Officers will be elected and appointed annually by the Board of Directors. Each Officer will remain in office for one (1) year or until a successor to such office has been selected and qualified.

### President

5.03 The President will be the Chief Executive Officer of this Corporation and will, subject to the control of the Board of Directors or Directoral Committees, supervise and control that affairs of the Corporation. The President will perform all duties incident to such office, and such other duties as may be provided in the Bylaws or as may be prescribed from time to time by the Board of Directors.

### Vice-President

5.04 The Vice-President shall perform all duties and exercise all powers of the President when the President is absent or otherwise unable to act. The Vice President will perform such other duties as may be prescribed from time to time by the Board of Directors.

### Secretary

5.05 The Secretary shall (1) keep the minutes of all meetings of Members and of the Board of Directors; (2) be the custodian of the corporate records; (3) give all notices as are required by law or by these Bylaws; and, generally, (4) perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles

of Incorporation, or by these Bylaws, or that may be assigned from time to time by the Board of Directors.

#### Treasurer

5.06 The Treasurer shall (1) have the charge and custody of all corporate funds; (2) deposit the funds as required by the Board of Directors; (3) keep and maintain adequate and correct accounts of the Corporation's properties and business transaction; (4) render reports and accountings to the Directors as required by the Board of Directors or Members or by law; and (5) perform in general all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or that may be assigned from time to time by the Board of Directors.

#### ARTICLE SIX

#### OPERATIONS

#### Fiscal Year

6.01 The fiscal year of this corporation shall be one (1) calendar year.

#### Execution of Documents

6.02 Except as otherwise provided by law, checks, drafts, promissory notes, orders for payment of money, and other evidences of indebtedness of this Corporation shall be signed by the Treasurer and countersigned by the President, contract, leases, or other instruments executed in the name of and on

behalf of the Corporation shall be signed by the Secretary and countersigned by the President, and shall have attached copies of the resolutions of the Board of Directors authorizing such execution.

#### Books and Records

6.03 The Corporation shall keep correct and complete books and records of account, and minutes of the proceedings of its Members, Board of Directors, and Directoral Committees. The Corporation will keep at its registered office a membership register giving the names, addresses, and showing classes and other details of the membership of each, and the original or a copy of its Bylaws including amendments to date certified by the Secretary of the Corporation.

#### Inspection of Books and Records

6.04 All books and records of this Corporation may be inspected by any Member, or his or her agent or attorney, for any proper purpose at any reasonable time on written demand under oath stating such purpose.

#### Nonprofit Operations-Compensation

6.05 This Corporation shall not have or issue shares of stock. No dividend shall be paid, and no part of the income of this Corporation shall be distributed to its Members, Directors, or Officers. The Corporation may, however, pay compensation in a reasonable amount to Members, Officers, or Directors for service rendered.

#### Loans to Management

6.06 This Corporation shall make no loans to any of its Directors or Officers.

#### Corporate Assets

6.07 (1) No Member or Incorporator may have any vested right, interest, or privilege of, in, or to the Corporation's assets, functions, affairs, or franchises, or any right, interest, or privilege that may be transferable or inheritable, or that will continue if his or her membership ceases, or while he or she is not in good standing.

(2) Expelled Members shall have no property rights to assets of the corporation.

(3) Upon dissolution, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with a similar purpose. The Directors may not authorize secure transactions or other dispositions of corporated assets without the approval of the members.

#### ARTICLE SEVEN

##### AMENDMENTS

( Amendment of Articles of Incorporation )

7.01 Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner: 1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a purposed amendment is considered. 2. A resolution for the adoption of proposed amendments may be purposed either by the Board of



Directors or by two thirds of the members of the association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than two thirds of the members of the association. 3. So long as there is a class of B membership the following action require the prior approval of FHA/VA; annexation of additional properties, merger and consolidation, mortgaging of common areas, dedication of common area, dissolution and amendment of Articles of Incorporation. 4. No amendment shall make any changes in, or be affected to impair or dilute, any right of the members that are govern by the declaration, as for example, qualification for members and voting rights of members, which are part of the property interest created thereby. 5. A copy of each amendment shall be certified by the Secretary of the State, State of Florida, and be recorded in the Public Records of Osceola County, Florida.

#### Modification of Bylaws

7.02 The power to alter, amend, or repeal these Bylaws, or to adopt new Bylaws, insofar as is allowed by law, is vested in the Board of Directors. So long as there is a Class B membership the Federal Housing Administration and/or the Veteran Administration has the right to veto any amendments to

the Bylaws.

ADOPTION OF BYLAWS

Adopted by the Board of Directors by resolution and vote unanimous on DECEMBER 20, 1993, at Orlando, Florida.

DIRECTORS

Approving:

*W.N. Weaver, Jr.*

W.N. Weaver, Jr.

*Carolyn J. Weaver*

Carolyn J. weaver

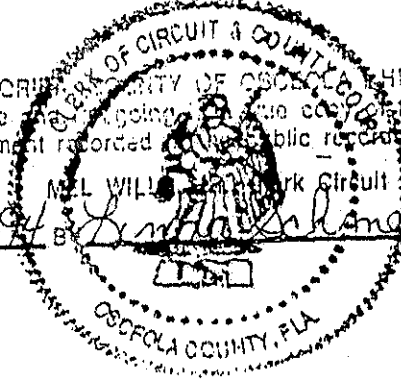
*Jose A. Rey*

Jose A. Rey

STATE OF FLORIDA CLERK OF CIRCUIT & COUNTY OF OSCEOLA HEREBY CERTIFY that the above is a true and correct copy of the original document recorded in the public records.

M.L. WILLIAMS Clerk Circuit Court

Dated 2-18-94 B Denise Schone c.c.



DECLARATION OF COVENANTS

AND

RESTRICTIONS

WHEREAS, NAT WEAVER, INC., a Florida corporation, is the owner and developer of certain lands situated in Osceola County, Florida and known and designated as CANOE CREEK ESTATES as recorded in Plat Book 8, Page 849, Public Records of Osceola County, Florida; and

WHEREAS, NAT WEAVER, INC., desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of lots with CANOE CREEK ESTATES.

NOW, THEREFORE, there are created, declared and established in CANOE CREEK ESTATES, Osceola County, Florida the following restrictive covenants, easements reservations and requirements upon the lands within that subdivision, which shall run with the land and remain in full force and effect until December 31, 2023, or until amended or rescinded in accordance with the terms hereinafter set forth, whichever shall occur first.

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than single-family detached dwelling units having a minimum living area of 900 square feet per dwelling unit. No building shall exceed a maximum height of 35 feet.

2. ROOFS: Flat, built-up roofs shall be permitted only over Florida rooms, porches or patios at the rear of the building.

All other roofs shall be pitched and composed of tile, fiberglass shingle, asphalt shingle, cedar shake shingle, slate construction, a combination thereof or special roofing if approved by the Architectural Review Committee.

3. ARCHITECTURAL REVIEW COMMITTEE:

a. No building or other structure shall be erected, placed or altered on any building lot until the building plans, specifications, and plot plan have been submitted to the Architectural Review Committee ("ARC")

b. The ARC shall be comprised of the Developer, its successors or assigns, so long as the Developer has not assigned its rights of architectural review to the homeowners association to be created hereunder. In the event that the ARC or its successors or assigns fail to approve or disapprove a design and location within thirty (30) days after the same have been submitted the ARC, such approval will not be required and this covenant will be deemed to have been fully satisfied.

c. Request for ARC approval shall be made by submitting a letter with two complete set of plans for the proposed building or alteration to the ARC.

d. Developer and ARC cannot and shall not be held responsible for any loss or damage to any person arising out the approval or disapproval of plans, designs or construction errors. Nor shall developer or ARC be held responsible for loss or damage to any person arising out of non-compliance with any zoning law or ordinance or land use or building regulation.

e. No approval shall be given by the ARC unless the ARC, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Land; and (b) shall protect and conserve the value and desirability of the land as a residential community; and (c) shall be consistent with the provisions of this Declaration.

4. HOMEOWNERS ASSOCIATION:

a. Every Owner of a lot in CANOE CREEK ESTATES shall be a member of the CANOE CREEK ESTATES Homeowners Association to be created (Association). Membership shall be

appurtenant to and may not be separated from ownership of a Lot which is subject to assessment.

b. The Association shall have the following two (2) classes of voting membership:

i. Class A. Class A Members shall be all Owners, except the Developer for so long as the Developer retains Class B voting rights as defined herein, of Lots and shall be entitled to one (1) vote for each such Lot so owned.

ii. 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 when one of the following occurs:

(1) when the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in the Class B membership or later if extended by Developer for addition phases, subject only to the approval of the Department of Housing and Urban Development; or

(2) on December 31, 1995 or later if extended by Developer for addition phases, subject only to the approval of the Department of Housing and Urban Development.

c. Joint Owner: When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as provided above or as all such persons among themselves determined, but in no event shall more than one (1) vote be cast with respect to any lot not owned by the Developer.

5. ASSESSMENTS:

a. The Association shall have the authority to levy assessments against each lot to be used exclusively to promote the recreation, health, safety and welfare of the residents in CANOE CREEK ESTATES and for the improvement and maintenance of the landscaped area situated at the entryway to

CANOE CREEK ESTATES, maintenance of a portion of lot 1 over which the Association will have an easement, to secure liability insurance if required by Osceola County or approved by a majority vote of the Members of the Association, and the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful. The assessment for 1993 is \$120.00 per lot and each year may be increased by a maximum of ten percent (10%) of the preceding year's assessment.

b. In order to carry out the purpose and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot. The Developer, for each Lot owned with CANOE CREEK ESTATES, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for emergencies as needed for purposes approved by the members. All such assessments, together with interest, costs and reasonable attorney's fees, shall constitute a lien upon the Lot against which each such assessment is levied and shall run with the Land, and shall take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Osceola County, which notice shall state the date due. The lien shall be prior to and superior in dignity to the creation of any homestead status but subordinate to any first mortgage as hereinafter set forth. Every Owner of a Lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

c. In addition to the annual assessment authorized, the Association, through its Board of Directors, may

levy in any assessment year a special assessment or assessments for emergency purposes, and any such assessment shall be approved by no less than two-thirds (2/3) of each class of Members. Written notice of any meeting called for the purpose of making the levy of a special assessment requiring approval of the membership shall be sent to all Members not less than then (10) days nor more than thirty (30) days in advance of the meeting.

d. Annual assessments shall be determined for each Lot by the Board of Directors of the Association prior to January 1st of each year for all assessable property in accordance with this paragraph 6. Written notice of the annual assessment shall then be sent to every Owner subject thereto and the due shall be established by the Board of Directors, which may be quarterly or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. Notwithstanding anything contained herein to the contrary, the Developer, as a Class B Member, shall not be obligated to pay annual assessments for the period of time that the Developer pays any amount of common expenses incurred and not produced by the special and annual assessments collectible from Class A Members. Developer, at its option, may elect to pay annual assessments for Lots it owns rather than subsidize the Association as hereinbefore set forth.

e. Both annual and special assessments shall be fixed at a uniform rate for each Lot.

f. The annual assessments provided for herein shall commence as to each Lot at the time of the closing of the purchase of each Lot. The first annual assessment shall be adjusted according to the number of months or part of a month which shall be deemed to be one month, remaining in the calendar year. The due dates for assessments shall be

*Pro-rated*

established by the Board of Directors of the Association.

g. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgage on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees, which costs, expenses and attorney's fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall be the right and acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of Osceola County, Florida.

h. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. Any mortgagee which obtains title to a Lot as a result of foreclosure of such a first mortgage that is recorded prior to a notice of lien, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said expense of the Association and collectible from all Owners,



pro rata, including the acquiring mortgagee, its successors or assigns. Any such transfer to or by mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

i. All properties dedicated to, and accepted by a public authority shall be exempt from assessments created herein.

j. The Association shall be responsible for maintenance of the following:

i) Entrance wall and landscaping berm.  
ii) Entrance median.  
iii) Parks, pools and other recreation areas.

iv) Liability insurance if approved by Board of Directors of the Association.

6. SIGNS: No sign of any kind shall be displayed to the public view on any lot except the following:

a. Signs by the Developer, builders or contractors.

b. One "For Sale" or "For Rent" sign may be displayed by the Owner, however, no one sign shall be larger than four (4) square feet.

7. FENCES: No fence or fence walls shall be constructed, erected or maintained on or around any portion of a building lot that is in front of the set-back line of the dwelling. On corner lots the building shall be deemed to have two front lot lines for the purpose of this paragraph only, and any type chain link fence is prohibited on all corner lots, unless approved by ARC. No fence or fence wall shall exceed a height of six (6) feet, nor shall any material used in the construction of said fence consist of any type other than chain link, redwood, or other solid wood, or masonry

construction or wrought iron, unless approved by the ARC.

8. SWIMMING POOLS: No swimming pool constructed on any lot may have an elevation of the top of the pool over two (2) feet above the natural grade. No above-ground pools are permitted.

9. MAINTENANCE OF LOTS: Once a lot has been sold by the Developer the same, whether improved or not, shall be maintained in good appearance and free from overgrown weeds and from rubbish. In the event any lot is not so maintained, then the Developer, its successors or assigns, shall have the right to enter upon said lot for the purpose of cutting and removing such overgrown weeds and rubbish and the expense thereof shall be charged to and paid for by the owner of such lot. If not paid by said owner within thirty (30) days after being provided with a written notice of such charge, the same shall become a lien upon said lot until paid and may be collected by an action to foreclose said lien, or by an action at law, at the discretion of said Developer, its successors or assigns. If collection is undertaken through an attorney, the lot owner from whom collection is sought, shall be responsible for payment of the attorney's fees incurred by the Developer, its successor or assigns for collection.

10. GARBAGE AND TRASH DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept at the rear of all dwellings or out of sight from the street. There shall be no burning of trash or any other waste materials.

11. STATE AND COUNTY LAWS: The laws of the State of Florida and Osceola County, as well as their administrative agencies, now or hereafter in effect with respect to sewage disposal, water supply and sanitation are incorporated into this Declaration and made a part hereof.

12. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

13. LIVESTOCK AND POULTRY: No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

14. CLOTHESLINES: All clotheslines shall be placed at the rear of and within the area encompassed by a rearward extension of the sidelines of the dwelling they serve.

15. MISCELLANEOUS:

a. Parking Restrictions: No semi-truck or semi-trailer, dump trucks or other similar vehicle (whether commercial or private) shall be parked on the lot, street, including right-of-way thereof, except for (a) when parked entirely within a garage permitted to be built under these restrictions, or (b) loading or unloading purposes which shall not exceed two hours in length, or (c) when the vehicle is being used in conjunction with the maintenance or repairs to the dwelling.

b. Vehicles and Repair: No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours, provided however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in the subdivision.

16. ANTENNA RESTRICTIONS: No one shall be permitted to install or maintain on the part located in front of the rear line of the dwelling constructed on any lot, any outside television or radio antennae, masts, dish, aeriials or other

tower for the purpose of audio or visual reception or transmission unless approved in writing by the ARC.

17. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

18. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by the said Developers and at this time a part of the public records of Osceola County, Florida. Within these easements, no structure, 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 flow of drainage channels in the easements, or which may obstruct the flow of water through drainage channels in the easement. 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.

19. SPECIAL PROVISION TO SATISFY THE REQUIREMENTS OF FEDERAL NATIONAL MORTGAGE ASSOCIATION:

a. The Association shall allow all Unit Owners, their lenders, insurers and guarantors of first mortgages to inspect, following a written request and during normal business hours, all of the records of the Association.

b. Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a lot in CANOE CREEK ESTATES.

c. The Association may cancel, without penalty or cause, any contract or lease made by it before Lot Owners other than the Developer assume control of the Association, upon ninety (90) days' written notice to the other party.

d. Upon written request, the Association shall

furnish the following notices to the holder, insurer or guarantor of any mortgage on any Lot in CANOE CREEK ESTATES:

i. Notice of any condemnation or casualty loss that affects a material portion of CANOE CREEK ESTATES or the applicable Lot.

ii. Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to the applicable Lot.

iii. Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

iv. Notice of any proposed action which would require the consent of a percentage of mortgage holders.

20. DEVELOPER'S RIGHTS: Developer reserves and shall have the sole and exclusive right:

a. To modify and amend these Covenants as may be required by the Federal National Mortgage Association, or other insurer of first mortgages upon the dwellings or Lots, without acquiring the approval or joinder of any other Unit Owners or mortgagee.

b. To amend, modify or grant exceptions or variances from any of the restrictions set forth in this Declaration of Covenants, Conditions and Restrictions without notice to or approval by the other Owners or mortgagees. All amendments, modifications, exceptions or variances shall be conclusively deemed to be within the authority and right of Developer under this subsection.

c. To amend these Covenants for the purpose of curing any error or ambiguity in, or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Lot Owner or mortgagee.

d. To include in any contract, deed, sublease agreement or other instrument hereafter made additional covenants and restrictions applicable to CANOE CREEK ESTATES.

e. Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation of Bylaws the Developer and Builders building within the Property shall be entitled to use any Lot/Dwelling or Dwelling as an aside in selling Lots/Dwelling or as a sales office, construction office, or parking lot, and shall further be allowed to place on the property Development signs advertising the sale of Lots/Dwelling, construction trailers and sales trailer.

21. NO ADDITIONAL COVENANTS: No Owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Land shown on the Plat.

22. TERM: These covenants are to run with the land and, except as they may or might be amended in accordance with Paragraphs 22 or 25, shall be binding on all parties and all persons claiming under them until December 31, 2023.

23. AMENDMENTS: At any time the then owners of at least 75 percent of the lots may change these covenants in whole or in part by executing a written instrument making said changes and have the same duly recorded in the Public Records of Osceola County, Florida. This provision shall not apply, however, as it pertains to the requirements of Paragraphs 2 or 3 above or to set-back lines from any front, interior, rear, or side street lot line, and the Developer specifically reserves unto itself and its successors or assigns the authority to change or waive the requirements of said paragraphs 2 or 3 or change said set-back lines at any time prior to the construction of a residence dwelling, regardless of the number of lots owned by them in said subdivision.

24. So long as there is a Class B membership, the following actions shall require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, dedica-

tion of common area and the amendment of the Articles of Incorporation of the CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION.

25. Common areas owned by the homeowners' association cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the lot owners, excluding the developer.

26. ENFORCEMENT: If the owner or owners of any lot in said CANOE CREEK ESTATES or any other person or persons, or any of them, or any of their heirs, personal representatives, successors, or assigns, shall violate or attempt to violate any of the covenants or restriction contained herein, it shall be lawful for any other person or persons owning any real property situated in said CANOE CREEK ESTATES, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent them from so doing or to recover damages or other dues for such violations.

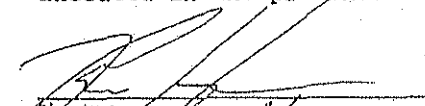
Failure by any landowner to enforce any covenant or restriction contained shall in no event be deemed a waiver of the right to do so thereafter.

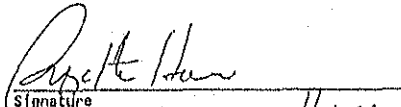
It is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained in this Declaration shall be borne in full by the defendant in such proceedings.

27. SEVERABILITY: Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

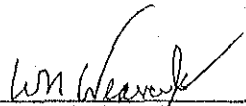
MADE AND EXECUTED this 26 day of December, 1993.

Executed in the presence of:

  
Signature  
Printed Name: Ron House

  
Signature  
Printed Name: Suzette House

NAT WEAVER, INC.

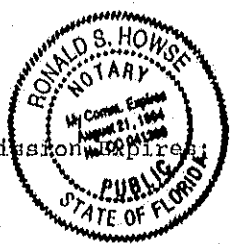
By:   
W.N. WEAVER, JR., President

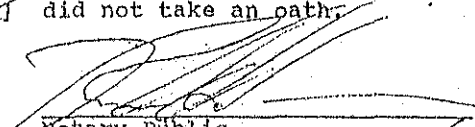
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, this 20<sup>th</sup> day of Dec, 1993, by W. N. WEAVER, JR., as President of NAT WEAVER, INC., on behalf of said entity, who:

is personally known to me; or  
 has produced \_\_\_\_\_  
as identification;

and who:  did or  did not take an oath.



  
Notary Public  
Printed Name: Ronald S House



STATE OF FLORIDA, COUNTY OF ORANGE, I HEREBY CERTIFY that the above and foregoing is a true copy of the original document recorded in the public records.

MEL WILLS, JR., Clerk Circuit Court  
Dated 1/3/94 BY Veronica Saturno, DCS



AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF CANOE CREEK ESTATES

AND

AMENDMENT TO BYLAWS OF CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.

THIS INSTRUMENT DATED THE 9th DAY OF January, 1995, BY NAT WEAVER, INC., A FLORIDA CORPORATION;

THE CANOE CREEK ESTATES DECLARATION OF COVENANTS AND RESTRICTIONS DATED DECEMBER 20, 1993 RECORDED IN O.R. BOOK 1164, PAGE 2025 AND THE BYLAWS OF CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. DATED FEBRUARY 18, 1994 RECORDED IN O.R. BOOK 1172, PAGE 1925, ALL AMONG THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ARE HEREBY AMENDED AS FOLLOWS:

1. THE LANDS ENCUMBERED BY SAID DECLARATION AND BYLAWS SHALL HEREBY INCLUDE CANOE CREEK ESTATES PHASE II, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO. THIS AMENDMENT SHALL ESTABLISH AND SECURE THE ENFORCEMENT OF THE SAME UPON THE USAGE AND DEVELOPMENT OF LOTS WITHIN SAID CANOE CREEK ESTATES PHASE II.

2. ARTICLE THREE, PARAGRAPH 3.04 (ASSESSMENTS) OF THE BYLAWS OF CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC., THE LAST SENTENCE IS HEREBY AMENDED TO READ: "THE ASSESSMENT FOR 1993 IS \$120.00 PER LOT AND EACH YEAR MAY BE INCREASED BY MAXIMUM OF TEN PERCENT (10%) OF THE PRECEDING YEAR ASSESSMENT."

ALL OTHER PROVISIONS OF SAID DECLARATION OF COVENANTS AND RESTRICTIONS AND THE BYLAWS OF CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. SHALL REMAIN IN FULL FORCE AND EFFECT.

THIS AMENDMENT IS FILED PURSUANT TO PARAGRAPH TWENTY OF SAID DECLARATION AND WAS APPROVED BY THE BOARD OF DIRECTORS AT A SPECIAL MEETING ON THIS DATE CALLED BY THE PRESIDENT W.N. WEAVER, JR.

WITNESS MY HAND AND OFFICIAL ON THE DATE FIRST WRITTEN ABOVE;

[Signature of W.N. Weaver, Jr.]

PRINT NAME: W.N. WEAVER, JR.

[Signature of Robert Anderson]

PRINT NAME: Robert Anderson

[Signature of W.N. Weaver, Jr.]  
W.N. WEAVER, JR., President of  
NAT WEAVER, INC., a Florida Corporation  
2519 PERSHING OAKS PLACE  
ORLANDO, FL 32806

MEL WILLS JR., CLERK OF THE CIRCUIT COURT - OSCEOLA CTY  
03/01/95 14:17 VERIFIED: MMK INSTR # 95-022713  
BK 1243  
PG 2337

EXHIBIT "A"

PHASE II

**LEGAL DESCRIPTION**

**A PORTION OF LOTS 33, 34, 47 AND 48 ACCORDING TO THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 22, T 26 S, R 30 E AS RECORDED IN PLAT BOOK B, PAGE 9, IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS :**

**FROM THE NORTHWEST CORNER OF LOT 33, RUN S 89°35'32" E A DISTANCE OF 51.56 FEET TO THE POINT OF BEGINNING. THENCE RUN S 00°24'28" W A DISTANCE OF 661.00 FEET ALONG THE WEST LINE OF SAID CANOE CREEK ESTATES. THENCE RUN N 89°35'32" W A DISTANCE OF 80.00 FEET THENCE RUN ALONG A CURVE. SAID CURVE HAS A RADIUS OF 25.00 FEET, A LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET, WITH A CHORD BEARING OF S 45°24'28" W. THENCE RUN N 89°35'32" E A DISTANCE OF 50.00 FEET THENCE RUN ALONG A CURVE. SAID CURVE HAS A RADIUS OF 25.00 FEET, A LENGTH OF 39.27 FEET, A CHORD OF LENGTH OF 35.38 FEET, WITH A CHORD BEARING OF N 44°35'35" W. THENCE RUN N 89°35'32" W A DISTANCE OF 340.00 FEET, THENCE RUN N 00°24'28" E A DISTANCE OF 661.00 FEET, THENCE RUN S 89°35'32" E A DISTANCE OF 520.00 FEET TO THE POINT OF BEGINNING.**

RETURN TO:  
STEWART APPROVED TITLE INC.  
1609 102 STREET  
65, CLOUD, FL 34769

THIS INSTRUMENT WAS PREPARED INCIDENTAL TO  
THE SERVICE OF THE COMPANY'S POLICY BY  
PAULEY, HARRIS & COMPANY, APPROVED TITLE INC.  
1609 102 STREET, CLOUD, FL 34769

## CANOE CREEK ESTATES PHASE III LEGAL DESCRIPTION

ALL OR PORTIONS OF LOTS 46, 47, 49, 50, 51, 62, 63, 64, 65, 66, AND 67 OF THE PLAT OF SEMINOLE LAND AND INVESTMENT COMPANY'S PLAT OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK "B", PAGE 9, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PLAT OF CANOE CREEK ESTATES PHASE II AS RECORDED IN PLAT BOOK 8, PAGE 92, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH  $00^{\circ}24'28''$  WEST A DISTANCE OF 620.00 FEET; THENCE RUN SOUTH  $89^{\circ}35'32''$  EAST A DISTANCE OF 124.22 FEET; THENCE RUN SOUTH  $30^{\circ}49'12''$  EAST A DISTANCE OF 227.29 FEET TO A POINT OF CURVATURE, SAID CURVE CURVES TO THE LEFT, HAS A RADIUS OF 125.00 FEET, AND AN INCLUDED ANGLE OF  $25^{\circ}41'49''$ , (CHORD BEARING SOUTH  $43^{\circ}40'06''$  EAST, CHORD DISTANCE OF 55.59 FEET), RUN ALONG SAID CURVE A DISTANCE OF 58.08 FEET; THENCE RUN SOUTH  $33^{\circ}28'59''$  WEST A DISTANCE OF 165.72 FEET; THENCE RUN NORTH  $80^{\circ}30'44''$  WEST A DISTANCE OF 1230.29 FEET; THENCE RUN NORTH  $00^{\circ}24'28''$  EAST A DISTANCE OF 1071.45 FEET; THENCE RUN SOUTH  $89^{\circ}35'32''$  EAST A DISTANCE OF 80.00 FEET TO A POINT OF CURVATURE, SAID CURVE CURVES TO THE LEFT, HAS A RADIUS OF 25.00 FEET, AND AN INCLUDED ANGLE OF  $90^{\circ}00'00''$ , (CHORD BEARING NORTH  $45^{\circ}24'28''$  EAST, CHORD DISTANCE OF 35.36 FEET), RUN ALONG SAID CURVE A DISTANCE OF 39.27 FEET TO A POINT; THENCE RUN SOUTH  $89^{\circ}35'32''$  EAST A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE CURVES TO THE LEFT, HAS A RADIUS OF 25.00 FEET, AND AN INCLUDED ANGLE OF  $90^{\circ}00'00''$ , (CHORD BEARING SOUTH  $44^{\circ}35'32''$  EAST, CHORD DISTANCE OF 35.36 FEET), RUN ALONG SAID CURVE A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH  $89^{\circ}35'32''$  EAST A DISTANCE OF 160.00 FEET TO A POINT OF CURVATURE, SAID CURVE CURVES TO THE LEFT, HAS A RADIUS OF 25.00 FEET, AND AN INCLUDED ANGLE OF  $90^{\circ}00'00''$ , (CHORD BEARING NORTH  $45^{\circ}24'28''$  EAST, CHORD DISTANCE OF 35.36 FEET), RUN ALONG SAID CURVE A DISTANCE OF 39.27 FEET TO A POINT; THENCE RUN SOUTH  $89^{\circ}35'32''$  EAST A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE CURVES TO THE LEFT, HAS A RADIUS OF 25.00 FEET, AND AN INCLUDED ANGLE OF  $90^{\circ}00'00''$ , (CHORD BEARING SOUTH  $44^{\circ}35'32''$  EAST, CHORD DISTANCE OF 35.36 FEET), RUN ALONG SAID CURVE A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH  $89^{\circ}35'32''$  EAST A DISTANCE OF 80.00 FEET; THENCE RUN SOUTH  $00^{\circ}24'28''$  WEST A DISTANCE OF 661.00 FEET ALONG THE WEST LINE OF SAID CANOE CREEK ESTATES PHASE II; THENCE RUN SOUTH  $89^{\circ}35'32''$  EAST A DISTANCE OF 340.00 FEET TO A POINT OF CURVATURE, SAID CURVE CURVES TO THE RIGHT, HAS A RADIUS OF 25.00 FEET, AND AN INCLUDED ANGLE OF  $90^{\circ}00'00''$ , (CHORD BEARING SOUTH  $44^{\circ}35'32''$  EAST, CHORD DISTANCE OF 35.36 FEET), RUN ALONG SAID CURVE A DISTANCE OF 39.27 FEET; THENCE RUN SOUTH  $89^{\circ}35'32''$  EAST A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE CURVES TO THE RIGHT, HAS A RADIUS OF 25.00 FEET, AND AN INCLUDED ANGLE OF  $90^{\circ}00'00''$ , (CHORD BEARING NORTH  $45^{\circ}24'28''$  EAST, CHORD DISTANCE OF 35.36 FEET), RUN ALONG SAID CURVE A DISTANCE OF 39.27 FEET; THENCE RUN SOUTH  $89^{\circ}35'32''$  EAST A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 26.48 ACRES, MORE OR LESS.

CL 98125484

OR 1546/ 936

Return to: Nat Weaver, Inc., 2519 Pershing Oaks Place, Orlando, Fl 32806

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF CANOE CREEK ESTATES

THIS INSTRUMENT DATED THE 1st DAY OF May, 1999, BY NAT WEAVER, INC., A FLORIDA CORPORATION;

THE CANOE CREEK ESTATES DECLARATION OF COVENANTS AND RESTRICTIONS DATED DECEMBER 20, 1993 RECORDED IN O. R. BOOK 1164, PAGE 2025 AMONG THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ARE HEREBY AMENDED AS FOLLOWS:

1. PARAGRAPH 5 K ( A NEW PARAGRAPH ) Effective May 1, 1999, HOMEOWNERS PURCHASING HOMES IN PHASE 4 AND ALL FUTURE PHASES WILL BE REQUIRED TO PAY \$100 AT CLOSING TO THE DEVELOPER ( PRESENTLY NAT WEAVER, INC. ) FOR AN INITIATION FEE FOR THE POOL/RECREATION FACILITY. ALSO, EFFECTIVE MAY 1, 1999, AN INITIATION FEE OF \$100 WILL BE ASSESSED TO ALL FUTURE HOME RESALES IN THE ENTIRE CANOE CREEK ESTATES COMMUNITY FOR THE POOL/RECREATION FACILITY. THIS WILL BE PAID BY THE BUYER TO CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION TO ASSIST IN THE FUTURE UPKEEP OF THE RECREATIONAL FACILITY.

ALL OTHER PROVISIONS OF SAID DECLARATION OF COVENANTS AND RESTRICTIONS OF CANOE CREEK ESTATES HOWNOWNERS' ASSOCIATION SHALL REMAIN IN FULL FORCE AND EFFECT.

THIS AMENDMENT IS FILED PURSUANT TO PARAGRAPH TWENTY OF SAID DECLARATION AND WAS APPROVED AT A SPECIAL MEETING ON THIS DATE CALLED BY THE PRESIDENT, W. N. WEAVER, JR.

WITNESS MY HAND AND OFFICIAL ON THE DATE FIRST WRITTEN ABOVE

*[Signature]*  
 PRINT NAME: W. N. Weaver, Jr. N. WEAVER, JR., President of Nat Weaver, Inc., a Florida Corporation  
 2519 Pershing Oaks Place, Orlando, Fl 32806

*[Signature]*  
 PRINT NAME: Stacy L. Peterson

STATE OF FLORIDA, COUNTY OF ORANGE;

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4<sup>th</sup> DAY OF May, 1999, BY W. N. WEAVER, JR., PRESIDENT OF NAT WEAVER, INC., WHO IS PERSONALLY KNOWN TO ME.



LISA M ANNELLO  
My Commission 00092801  
Expires Oct. 28, 1999

*[Signature]*  
 NOTARY PUBLIC

LARRY WHALEY  
CLERK OF CIRCUIT COURT  
OSCEOLA COUNTY, FLORIDA

1P

CL 99075486 OR 1614/ 160  
MHF Rec. Date 05/11/99 Time 09:10

Return to: Nat Weaver, Inc., 2519 Pershing Oaks Pkce, Orlando, Fl 32806

AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS OF CANOE CREEK ESTATES  
HOMEOWNERS' ASSOCIATION

THIS INSTRUMENT DATED THE 16<sup>TH</sup> DAY OF July, 1999, BY NAT WEAVER, INC., A FLORIDA CORPORATION;

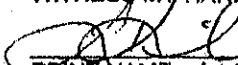
THE CANOE CREEK ESTATES DECLARATION OF COVENANTS AND RESTRICTIONS DATED DECEMBER 20, 1993 RECORDED IN O. R. BOOK 1164, PAGE 2025 IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ARE HEREBY AMENDED AS FOLLOWS:

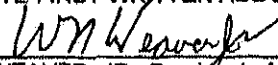
1. THE LANDS ENCUMBERED BY SAID DECLARATION SHALL HEREBY INCLUDE CANOE CREEK ESTATES PHASE IV, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO. THIS AMENDMENT SHALL ESTABLISH AND SECURE THE ENFORCEMENT OF THE SAME UPON THE USAGE AND DEVELOPMENT OF LOTS WITHIN SAID CANOE CREEK ESTATES PHASE IV.


ALL OTHER PROVISIONS OF SAID DECLARATION OF COVENANTS AND RESTRICTIONS OF CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. SHALL REMAIN IN FULL FORCE AND EFFECT.

THIS AMENDMENT IS FILED PURSUANT TO PARAGRAPH TWENTY OF SAID DECLARATION AND WAS APPROVED BY THE BOARD OF DIRECTORS AT A SPECIAL MEETING ON THIS DATE CALLED BY THE PRESIDENT, W. N. WEAVER, JR.

WITNESS MY HAND AND OFFICIAL ON THE DATE FIRST WRITTEN ABOVE:

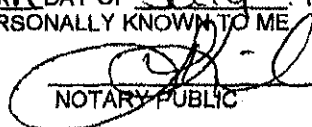
  
\_\_\_\_\_  
PRINT NAME: LINDA KISH

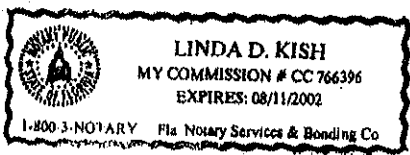
  
\_\_\_\_\_  
W. N. WEAVER, JR., President of Nat Weaver, Inc., a Florida Corporation  
2519 Pershing Oaks Place, Orlando, Fl 32806

  
\_\_\_\_\_  
PRINT NAME: Sharon Makins

STATE OF FLORIDA, COUNTY OF ORANGE;

SWORN TO AND SUBSCRIBED BEFORE ME THIS 16<sup>th</sup> DAY OF July, 1999, BY W. N. WEAVER, JR., PRESIDENT OF NAT WEAVER, INC., WHO IS PERSONALLY KNOWN TO ME

  
\_\_\_\_\_  
NOTARY PUBLIC



LARRY WHALEY  
CLERK OF CIRCUIT COURT  
OSCEOLA COUNTY, FLORIDA  
CL 99110884 OR 1637/1012  
MMF Rec. Date 07/16/99 Time 14:20

PHASE 4

EXHIBIT "A"

# LEGAL DESCRIPTION

A PORTION OF LOTS 34, 35, 46, 47, AND 51 OF SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PLAT OF CANOE CREEK ESTATES PHASE 11 AS RECORDED IN PLAT BOOK 6, PAGE 92 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA THENCE SOUTH 00°24'28" WEST ALONG THE WEST LINE OF SAID PLAT OF CANOE CREEK ESTATES PHASE 11 A DISTANCE OF 581.00 FEET TO THE SOUTHWEST CORNER OF LOT 67 OF SAID CANOE CREEK ESTATES PHASE 11 AND ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WHALEY'S CANOE DRIVE (80' RIGHT-OF-WAY); THENCE NORTH 89°35'32" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 80.00 FEET TO THE POINT OF CURVATURE; SAID CURVE CURVES TO THE RIGHT, HAS A RADIUS OF 25.00 FEET, AND AN INCLUDED ANGLE OF 90°00'00" (CHORD BEARING: NORTH 44°35'32" WEST, CHORD DISTANCE OF 35.36 FEET), RUN ALONG SAID CURVE A DISTANCE OF 39.27 FEET; THENCE NORTH 89°35'32" WEST A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE CURVES TO THE RIGHT, HAS A RADIUS OF 25.00 FEET, AND AN INCLUDED ANGLE OF 90°00'00" (CHORD BEARING: SOUTH 45°24'28" WEST, CHORD DISTANCE OF 35.38 FEET), RUN ALONG SAID CURVE A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°35'32" WEST A DISTANCE OF 160.00 FEET; TO THE POINT OF CURVATURE; SAID CURVE CURVES TO THE RIGHT, HAS A RADIUS OF 25.00 FEET, AND AN INCLUDED ANGLE OF 90°00'00" (CHORD BEARING: NORTH 44°35'32" WEST, CHORD DISTANCE OF 35.36 FEET), RUN ALONG SAID CURVE A DISTANCE OF 39.27 FEET; THENCE NORTH 89°35'32" WEST A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE CURVES TO THE RIGHT, HAS A RADIUS OF 25.00 FEET, AND AN INCLUDED ANGLE OF 90°00'00" (CHORD BEARING: SOUTH 45°24'28" WEST, CHORD DISTANCE OF 35.38 FEET), RUN ALONG SAID CURVE A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°35'32" WEST A DISTANCE OF 80.00 FEET TO THE NORTHWEST CORNER OF CANOE CREEK ESTATES PHASE 3 AS RECORDED IN PLAT BOOK 10 PAGES 157 AND 158; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE SOUTH 00°24'28" WEST ALONG SAID WESTERLY LINE OF SAID PLAT OF CANOE CREEK ESTATES PHASE 3 A DISTANCE OF 140.00 FEET; THENCE DEPARTING SAID WEST LINE OF CANOE CREEK ESTATES PHASE 3 NORTH 89°35'32" WEST A DISTANCE OF 105.00 FEET; THENCE SOUTH 00°24'28" WEST A DISTANCE OF 49.00 FEET; THENCE NORTH 89°35'32" WEST A DISTANCE OF 165.00 FEET; THENCE NORTH 00°24'28" EAST A DISTANCE OF 250.00 FEET; THENCE SOUTH 89°35'32" EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH 88°38'03" EAST A DISTANCE OF 60.01 FEET; THENCE SOUTH 89°35'32" EAST A DISTANCE OF 105.00 FEET; THENCE NORTH 00°24'28" EAST A DISTANCE OF 521.00 FEET; THENCE SOUTH 89°35'32" EAST A DISTANCE OF 520.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 8.29 ACRES, MORE OR LESS.

Return to: Nat Weaver, Inc., 2519 Pershing Oaks Place, Orlando, Fl 32806

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF CANOE CREEK ESTATES

THIS INSTRUMENT DATED THE 14th DAY OF November, 2000, BY NAT WEAVER, INC., A FLORIDA CORPORATION, AMENDS THE INSTRUMENT DATED 1<sup>ST</sup> DAY OF May, 1999 RECORDED IN OR BOOK 1614, PAGE 160:

THE CANOE CREEK ESTATES DECLARATION OF COVENANTS AND RESTRICTIONS DATED DECEMBER 20, 1993 RECORDED IN O. R. BOOK 1164, PAGE 2025 AMONG THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ARE HEREBY AMENDED AS FOLLOWS:

1. PARAGRAPH 5 K (AMENDED) Effective November 14, 2000, HOMEOWNERS PURCHASING HOMES IN PHASE 4, Phase 5, Phase 6 and Phase 7 WILL BE REQUIRED TO PAY \$100 AT CLOSING TO THE DEVELOPER, NAT WEAVER, INC. ( BUILDER OF THE POOL/RECREATION AREA ) FOR AN INITIATION FEE FOR THE POOL/RECREATION FACILITY. ALSO, remaining in effect since MAY 1, 1999, AN INITIATION FEE OF \$100 WILL BE ASSESSED TO ALL FUTURE HOME RESALES IN THE ENTIRE CANOE CREEK ESTATES COMMUNITY FOR THE POOL/RECREATION FACILITY. THIS WILL BE PAID BY THE BUYER TO CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION TO ASSIST IN THE FUTURE UPKEEP OF THE RECREATIONAL FACILITY.

ALL OTHER PROVISIONS OF SAID DECLARATION OF COVENANTS AND RESTRICTIONS OF CANOE CREEK ESTATES HOWNOWNERS' ASSOCIATION SHALL REMAIN IN FULL FORCE AND EFFECT.

THIS AMENDMENT IS FILED PURSUANT TO PARAGRAPH TWENTY OF SAID DECLARATION AND WAS APPROVED AT A SPECIAL MEETING ON THIS DATE CALLED BY THE PRESIDENT, W. N. WEAVER, JR.

WITNESS MY HAND AND OFFICIAL ON THE DATE FIRST WRITTEN ABOVE:

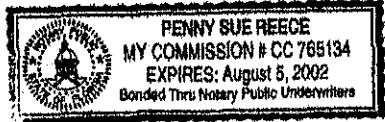
*[Signature]*  
 PRINT NAME: Penny S. Reege  
*[Signature]*  
 PRINT NAME: J. Green Londono

*[Signature]*  
 W. N. WEAVER, JR., President of Nat Weaver, Inc., a Florida Corporation  
 2519 Pershing Oaks Place, Orlando, Fl 32806

STATE OF FLORIDA, COUNTY OF ORANGE;

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14 DAY OF November, 2000, BY W. N. WEAVER, JR., PRESIDENT OF NAT WEAVER, INC., WHO IS PERSONALLY KNOWN TO ME.

*[Signature]*  
 NOTARY PUBLIC



*Notarized  
 Clerk  
 11-14-00*

This instrument prepared by:  
Theresa M. Lemme, Esq.  
ST. JOHN, CORE, FIORE & LEMME, P.A.  
1601 Forum Place, Suite 701  
West Palm Beach, Florida 33401  
(561) 655-8994

CL 2006015570 OR 3034/2863  
CJR Date 01/18/2006 Time 14:34:34

**CERTIFICATE OF AMENDMENT TO THE  
BYLAWS OF CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted as an Amendment to the Bylaws of Canoe Creek Estates Homeowners' Association, Inc. which is recorded in Official Records Book 1172, at Page 1925, of the Public Records of Osceola County, Florida. The Amendment was approved by the Board of Directors in accordance with Section 7.02 of the Bylaws.

DATED this 9<sup>th</sup> day of February, 2004:

As to witnesses:

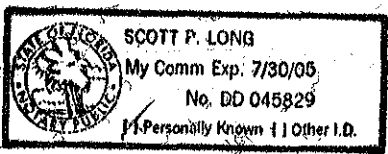
CANOE CREEK ESTATES HOMEOWNERS'  
ASSOCIATION, INC.

[Signature]  
Witness  
[Signature]  
Witness

By: [Signature]  
Daren Welborn, President  
Attest: [Signature]  
For CCE, Secretary

STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 9 day of February, 2004, by Daren Welborn, as President and Minetta Garay, as Secretary of Canoe Creek Estates Homeowners' Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification and who did take an oath.



[Signature] 2/9/04  
NOTARY PUBLIC  
State of Florida at Large.  
My Commission Expires:

(SEAL)



**AMENDMENT TO THE BYLAWS OF  
CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.**

The original Bylaws of Canoe Creek Estates Homeowners' Association, Inc. ("Bylaws") is recorded in Official Records Book 1172, Page at 1925, of the Public Records of Osceola County, Florida.

*As used herein, words underlined are added and words ~~hyphenated through~~ are deleted.*

---

**Amendment to Article Four, Section 4.06.** Article Four, Section 4.06 of the Bylaws is amended to read as follows:

4.06 Resignation of Directors will become effective immediately or on the date specified therein, and vacancies will be deemed to exist as of such effective date. Any vacancy occurring on the Board of Directors shall be filled by the remaining members of the Board at their next meeting, by selecting a person as a director for the unexpired portion of the term of the former director ~~election by the Members at a special meeting to be called by the Board of Directors. The new director will serve for the unexpired term of the predecessor in office.~~

**EXHIBIT "A"**

Prepared By:  
Canoe Creek Estates HOA, Inc.  
P.O. Box 452847  
Kissimmee, Florida 34745  
(7) 847-2280

R

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2006067889 OR 3091/1460  
HGP Date 03/10/2006 Time 10:22:36

**CERTIFICATE OF AMENDMENT TO THE  
BYLAWS OF CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.**

I **HEREBY CERTIFY** that the Amendment attached as Exhibit "A" to this Certificate was duly adopted as an Amendment to the Bylaws of Canoe Creek Estates Homeowners' Association, Inc. which is recorded in Official Records Book 1172, at Page 1925, of the Public Records of Osceola County, Florida. The Amendment was approved by the Board of Directors in accordance with Section 7.02 of the Bylaws.

**DATED** this 18<sup>th</sup> day of January, 2006

As to witnesses:

CANOE CREEK ESTATES HOMEOWNERS'  
ASSOCIATION, INC.

[Signature]  
Witness

[Signature]  
Witness

By: [Signature]  
Jeffrey Kuenzli, President

Attest: [Signature]  
Nancy Lapre, Secretary

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 18 day of January, 2006, by Jeffrey Kuenzli, as President and Nancy Lapre, as Secretary of Canoe Creek Estates Homeowners' Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification and who did take an oath.

[Signature]  
NOTARY PUBLIC



Minetta Garay  
Commission #DD291815  
Expires: Mar 03, 2008  
Bonded Through  
Atlantic Bonding Co., Inc.

**AMENDMENT TO THE BYLAWS OF  
CANOE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.**

The original Bylaws of Canoe Creek Estates Homeowners' Association, Inc. ("Bylaws") is recorded in Official Records Book 1172, Page at 1925, of the Public Records of Osceola County, Florida.

**As used herein, words underlined are added and words ~~hyphenated through~~ are deleted.**

---

**Amendment to Article Three, Section 3.09.** Article Three, Section 3.09 of the Bylaws is amended to read as follows:

3.09 The number of members represented in person or by proxy that will constitute quorum at a meeting of the Member will be one-tenth (1/10) ~~a majority~~ of the members.

I motion that we accept the proposed budget for Canoe Creek Estates Homeowners Association as presented with the payment for each house for the 2006 year at \$220 per house.

Emilio Chan

I second the motion.

Nancy A. Lapore

In Favor

Not in Favor

Emilio Chan

Nancy A. Lapore

C. S. Searles

W. D. V. Gray

B. K. P.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_