Parcel 11PH 2

#### ARTICLES OF INCORPORATION

OF

### LAKE NONA VILLAGE

## NEIGHBORHOOD ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

## ARTICLE I

#### <u>NAME</u>

The name of the corporation shall be LAKE NONA VILLAGE NEIGHBORHOOD ASSOCIATION, INC. which is hereinafter referred to as "the Association", whose principal place of business is 9350 Sunset Drive, Suite 100, Florida 33173.

#### **ARTICLE II**

### **PURPOSES AND POWERS**

The objects and purposes of the Association are those objects and purposes as are authorized by the Neighborhood Covenants for Lake Nona Village recorded (or to be recorded) in the Public Records of Palm Beach County, Florida, as hereafter amended and/or supplemented from time to time (the "Covenants"). The further objects and purposes of the Association are to preserve the values and amenities in The Properties and to maintain the Common Areas thereof for the benefit of the Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the



Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Covenants and to provide for the general health and welfare of its membership.

Definitions set forth in the Covenants are incorporated herein by this reference.

## **ARTICLE III**

# <u>MEMBERS</u>

<u>Section 1.</u> <u>Membership</u>. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

<u>Section 2.</u> <u>Voting Rights</u>. The Association shall have two (2) classes of voting membership:

Class "A". Class "A" Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class "B" Membership shall exist, and thereafter, the Developer shall be a Class "A" Member to the extent it would otherwise qualify). Except as provided below, Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, subject only as provided in the following sentence, in no event shall more than one vote be cast with respect to any such Lot.

Class "B". The Class "B" Member shall be the Developer. The Class "B" Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class "A" Members are entitled to cast in the aggregate from time to time by the Class "A" Member. The Class "B" membership shall cease and convert to a Class "A" Membership on the happening of the earlier of the following events:

- (i) when title to seventy-five percent (75%) of all Lots have been conveyed by the Developer, a dwelling has been constructed on all such Lots and such Lots have been conveyed to owner-occupants; or
- (ii) at any earlier time that the Developer, in its sole discretion, voluntarily converts its Class "B" Membership to Class "B" Membership to Class "A" membership; or
  - (iii) on December, 2004.
- <u>Section 3.</u> <u>Meetings of Members</u>. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if 33-1/3% of the total number of Members in good standing shall be present or represented by proxy at the meeting.
- <u>Section 4.</u> <u>General Matters</u>. When reference is made herein, or in the Covenants, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

# **ARTICLE IV**

# **CORPORATE EXISTENCE**

The Association shall have perpetual existence; provided that if it is even dissolved, its assets shall be conveyed to another association or public agency having a similar purpose.

# **ARTICLE V**

# **BOARD OF DIRECTORS**

<u>Section 1.</u> <u>Management by Directors</u>. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum

for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Election of Members of Board of Directors. Except as otherwise provided herein and for the first Board of Directors and their Developer-appointed replacements, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in The Properties or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer. Notwithstanding the foregoing, until such time as the Class B Membership in the Association terminates, the Developer shall have the right to appoint the Directors of the Association by written notice to such effect or by an announcement reflected in the minutes of the annual meeting of the Association.

<u>Section 3.</u> <u>Duration of Office</u>. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

<u>Section 4.</u> <u>Vacancies</u>. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

# **ARTICLE VI**

## **OFFICERS**

Section 1. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

## **ARTICLE VII**

## **BY-LAWS**

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

# **ARTICLE VIII**

# **AMENDMENTS AND PRIORITIES**

<u>Section 1.</u> Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection (by affirmative vote of 75% of the Members), all in the manner provided in, and in accordance with the notice provisions of, Fla. Stat. 617.017.

<u>Section 2.</u> In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Covenants, the Covenants shall control.

## ARTICLE IX

## **INCORPORATOR**

The name and address of the incorporator of this Corporation is:

Name Address

Charles D. Robbins 777 Brickell Avenue, #900 Miami, Florida 33131

#### **ARTICLE X**

# **INDEMNIFICATION**

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against all expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to ben to in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

<u>Section 2.</u> To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

<u>Section 3.</u> The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 4. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association

would have the power to indemnify him against such liability under the provisions of this Article.

The provisions of this Article X shall not be amended. Section 5.

#### **ARTICLE XI**

# **REGISTERED AGENT**

Until changed, Charles D. Robbins, shall be the registered agent of the Association and the registered office shall be at 900 SunTrust Building, 777 Brickell Avenue, Miami, Florida 33131.

IN WITNESS WHEREOF, the aforesaid incorporator has hereunto set his hand this 15t day of June, 1998.

PUBLIC, STATELOND Florida

NEETA KOCHHAR COMMISSION NO. CC-410756

MY COMMISSION EXPIRES OCT. 29, 1998

STATE OF FLORIDA ) SS: COUNTY OF DADE

The foregoing instrument was acknowledged before me this 15th day of June \_, 1998, by Charles D. Robbins, who is personally known to me and who did not take an oath.

My Commission Expires:

7

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

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Palm Beach, State of Florida, the corporation named in said articles has named Charles D. Robbins located at 900 Sunbank Building, 777 Brickell Avenue, Miami, Florida 33131, as its statutory registered agent.

Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this <u>Ist</u> day of <u>Jine</u>, 1998.

Charles D. Robbin's

908H-6.CDR

This instrument prepared by:
David A. Core, Esquire
Will Call Box 110
ST. JOHN, DICKER, KRIVOK & CORE, P.A.
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(561) 655-8994

# CERTIFICATE OF AMENDMENT TO THE NEIGHBORHOOD COVENANTS OF LAKE NONA VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted by the members pursuant to Section 617.0701, <u>Florida Statutes</u>, as an Amendment to the Neighborhood Covenants of Lake Nona Village. The original Neighborhood Covenants of Lake Nona Village are recorded in the public records of Palm Beach County at Official Records Book 10566, Page 772, et seq.

DATED this August January, 2001.

As to witnesses:  Sita Mendelsohn Witness  Lian Silberman Witness	LAKE NONA VILLAGE NEIGHBORHOOD ASSOCIATION, INC.  By: Robert A. Silver, President  Attest., Secretary			
STATE OF FLORIDA )	(Seal)			
COUNTY OF PALM BEACH )				
known to me to be the individuals who executed the	Robert A. Silver, the President, and e Nona Village Neighborhood Association, Inc., who as identification or are personally foregoing instrument and acknowledged to and before and Secretary of the Association with due and regular free act and deed of the Association.			
WITNESS my hand and official seal this 34 day of January, 2001.				
(SEAL)	NOTARY PUBLIC			
RITA B. MENDELSOHN MY COMMISSION # CC 622759 EXPIRES: March 17, 2001 Bended Thru Notary Public Underwriters	State of Florida at Large. My Commission Expires:			

# (The following amendment is a substantial rewording of the text of the Declaration; See Declaration for original text)

1. Article VII, Section 42, of the Neighborhood Covenants of Lake Nona Village, shall be amended to read as follows:

Section 42. Commercial Vehicles, Trucks, Trailers, Campers and Boats.

No trucks or vans designed for or used primarily for commercial purposes or characterized in this Section as commercial vehicles, and no commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, or horse trailers, shall be permitted to be parked or to be stored at any place on The Properties, or in dedicated areas, except in (i) enclosed garages and (ii) spaces for some or all of the above specifically designated by the Association, if any.

Notwithstanding the above prohibitions, Lot owners and occupants may park pick up trucks and vans that are not commercial vehicles under this Section in the driveways on their lots, except that pick up trucks and vans shall not be parked in driveways if they are designed or customized for use other than in accordance with the manufacturer's original specifications. The Board of Directors shall have the discretion to determine if a vehicle is designed or customized for use other than in accordance with the manufacturer's original specifications and the Board's determination shall be conclusive. No on-street parking or parking on lawns shall be permitted.

For purposes of this Section, "commercial vehicles" shall mean those vehicles which are not designed and used for customary, personal/family purposes. The absence of lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services to a home, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time).

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a

# c/o MMI of the Palm Beaches 1860 Old Okeechobee Boulevard, Suite 510 West Palm Beach, Florida 33409

May 8, 2001

Dear Homeowners:

Enclosed for your review and your records is a copy of the recorded amendment to the Neighborhood Covenants governing Lake Nona Village. The amendment was approved by the owners pursuant to Florida Law and the Association's governing documents, and was duly recorded by the Association. The Association is required to notify you of the amendment's approval by the membership.

Please keep the enclosed amendment with your copies of the Association's governing documents. If you have any questions, you are encouraged to attend a meeting of the Board of Directors.

Sincerely,

FOR THE BOARD OF DIRECTORS

Lynelle Sue Chauncey, C.A.M.

**Property Manager** 

Apr-10-2001 03:45pm 01-135150 ORB 12445 Pg 1187

This instrument prepared by:
David A. Core, Esquire
Will Call Box 110
ST. JOHN, DICKER, KRIVOK & CORE, P.A.
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(561) 655-8994

DATED this Aday of January, 2001.

# CERTIFICATE OF AMENDMENT TO THE NEIGHBORHOOD COVENANTS OF LAKE NONA VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted by the members pursuant to Section 617.0701, Florida Statutes, as an Amendment to the Neighborhood Covenants of Lake Nona Village. The original Neighborhood Covenants of Lake Nona Village are recorded in the public records of Palm Beach County at Official Records Book 10566, Page 772, et seq.

As to witnesses: LAKE NONA VILLAGE NEIGHBORHOOD ASSOCIATION, INC Robert A. Silver, President (Seal) STATE OF FLORIDA )ss COUNTY OF PALM BEACH BEFORE ME personally appeared Robert A. Silver, the \_, the Secretary, of Lake Nona Village Neighborhood Association, Inc., who Karen Patton produced and as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association. WITNESS my hand and official seal this  $34^{9}$ 

(SEAL)

1573decl.coa

RITA B. MENDELSOHN
MY COMMISSION # CC 622759
EXPIRES: March 17, 2001
Bended Thru Notary Public Underwriters

State of Florida at Large. My Commission Expires:

NOTARY PUBLIC

# (The following amendment is a substantial rewording of the text of the Declaration; See Declaration for original text)

1. Article VII, Section 42, of the Neighborhood Covenants of Lake Nona Village, shall be amended to read as follows:

Section 42. Commercial Vehicles, Trucks, Trailers, Campers and Boats.

No trucks or vans designed for or used primarily for commercial purposes or characterized in this Section as commercial vehicles, and no commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, or horse trailers, shall be permitted to be parked or to be stored at any place on The Properties, or in dedicated areas, except in (i) enclosed garages and (ii) spaces for some or all of the above specifically designated by the Association, if any.

Notwithstanding the above prohibitions, Lot owners and occupants may park pick up trucks and vans that are not commercial vehicles under this Section in the driveways on their lots, except that pick up trucks and vans shall not be parked in driveways if they are designed or customized for use other than in accordance with the manufacturer's original specifications. The Board of Directors shall have the discretion to determine if a vehicle is designed or customized for use other than in accordance with the manufacturer's original specifications and the Board's determination shall be conclusive. No on-street parking or parking on lawns shall be permitted.

For purposes of this Section, "commercial vehicles" shall mean those vehicles which are not designed and used for customary, personal/family purposes. The absence of lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services to a home, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time).

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a

notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

All Owners and other occupants of Units are advised to consult with the Association prior to purchasing, or bringing onto The Properties, any type of vehicle other than a passenger car inasmuch as such vehicle may not be permitted to be kept within The Properties.

lake non a. trucks. decamend 109. wpd

# c/o MMI of the Palm Beaches 1860 Old Okeechobee Boulevard, Suite 510 West Palm Beach, Florida 33409

May 8, 2001

Dear Homeowners:

Enclosed for your review and your records is a copy of the recorded amendment to the Neighborhood Covenants governing Lake Nona Village. The amendment was approved by the owners pursuant to Florida Law and the Association's governing documents, and was duly recorded by the Association. The Association is required to notify you of the amendment's approval by the membership.

Please keep the enclosed amendment with your copies of the Association's governing documents. If you have any questions, you are encouraged to attend a meeting of the Board of Directors.

Sincerely,

FOR THE BOARD OF DIRECTORS

Eynelle Sue Chauncey

Lynelle Sue Chauncey, C.A.M.

**Property Manager** 

Apr-10-2001 03:45pm 01-135150 ORB 12445 Pg 1187

This instrument prepared by:
David A. Core, Esquire
Will Call Box 110
ST. JOHN, DICKER, KRIVOK & CORE, P.A.
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(561) 655-8994

# CERTIFICATE OF AMENDMENT TO THE NEIGHBORHOOD COVENANTS OF LAKE NONA VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted by the members pursuant to Section 617.0701, Florida Statutes, as an Amendment to the Neighborhood Covenants of Lake Nona Village. The criginal Neighborhood Covenants of Lake Nona Village are recorded in the public records of Palm Beach County at Official Records Book 10566, Page 772, et seq.

DATED this 24 day of January, 2001.

As to witnesses:	LAKE NONA VILLAGE NEIGHBORHOOD				
	ASSOCIATION, INC.				
Tita Wiendelsonn	By: W S STAND				
Witness	Robert A. Silver, President				
Witness	Attest)				
Widess	, Secretary				
	(Seal)				
STATE OF FLORIDA )					
COUNTY OF PALM BEACH )					
Karen Patton, the Secretary, of Lake produced and	Robert A. Silver, the President, and Nona Village Neighborhood Association, Inc., who as identification or are personally				
known to me to be the individuals who executed the fe	oregoing instrument and acknowledged to and before				
me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.					
WITNESS my hand and official seal this Att day of January, 2001.					
(SEAL)	NOTARY PUBLIC				
RITA B. MENDELSOHN MY COMMISSION # CC 622759 EXPIRES: March 17, 2001 Bended Thru Notary Public Underwriters	State of Florida at Large.  My Commission Expires:				

# (The following amendment is a substantial rewording of the text of the Declaration; See Declaration for original text)

1. Article VII, Section 42, of the Neighborhood Covenants of Lake Nona Village, shall be amended to read as follows:

Section 42. Commercial Vehicles, Trucks, Trailers, Campers and Boats.

No trucks or vans designed for or used primarily for commercial purposes or characterized in this Section as commercial vehicles, and no commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, or horse trailers, shall be permitted to be parked or to be stored at any place on The Properties, or in dedicated areas, except in (i) enclosed garages and (ii) spaces for some or all of the above specifically designated by the Association, if any.

Notwithstanding the above prohibitions, Lot owners and occupants may park pick up trucks and vans that are not commercial vehicles under this Section in the driveways on their lots, except that pick up trucks and vans shall not be parked in driveways if they are designed or customized for use other than in accordance with the manufacturer's original specifications. The Board of Directors shall have the discretion to determine if a vehicle is designed or customized for use other than in accordance with the manufacturer's original specifications and the Board's determination shall be conclusive. No on-street parking or parking on lawns shall be permitted.

For purposes of this Section, "commercial vehicles" shall mean those vehicles which are not designed and used for customary, personal/family purposes. The absence of lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services to a home, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time).

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a

notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

All Owners and other occupants of Units are advised to consult with the Association prior to purchasing, or bringing onto The Properties, any type of vehicle other than a passenger car inasmuch as such vehicle may not be permitted to be kept within The Properties.

lakenona.trucks.decamend109.wpd

LAW OFFICES

# ST. JOHN, DICKER, KRIVOK & CORE, P.A.

SUITE 600

500 AUSTRALIAN AVENUE SOUTH WEST PALM BEACH, FLORIDA 33401

DAVID ST. JOHN
EDWARD DICKER
JAMES N. KRIVOK
DAVID A. CORE
THERESA M. LEMME
SCOTT A. STOLOFF
NANCY E. ROSS
OF COUNSEL
GEORGE SCHWIND, P.A.

May 2, 2001

TELEPHONE (561) 655-8994

TELECOPIER (561) 659-0850

Board of Directors
Lake Nona Village Neighborhood Association, Inc. c/o MMI of the Palm Beaches, Inc.
1860 Old Okeechobee Road, Suite 510
West Palm Beach, Florida 33409
Attention: Lynelle Chauncey, Property Manager

Re: Amendment to the Neighborhood Covenants (Commercial Vehicles, Trucks, etc.)

Dear Board Members:

Enclosed is the original recorded amendment to the Neighborhood Covenants of Lake Nona Village Neighborhood Association, Inc. It was recorded April 10, 2001, in the public records of Palm Beach County. The original should be kept in the Association's official records. We have kept a copy of the amendment in our files.

Please call me if you have any questions.

Very truly yours,

For the Firm

DAC/jc Enclosure

15731015.1

# c/o MMI of the Palm Beaches 1860 Old Okeechobee Boulevard, Suite 510 West Palm Beach, Florida 33409

May 8, 2001

Dear Homeowners:

Enclosed for your review and your records is a copy of the recorded amendment to the Neighborhood Covenants governing Lake Nona Village. The amendment was approved by the owners pursuant to Florida Law and the Association's governing documents, and was duly recorded by the Association. The Association is required to notify you of the amendment's approval by the membership.

Please keep the enclosed amendment with your copies of the Association's governing documents. If you have any questions, you are encouraged to attend a meeting of the Board of Directors.

Sincerely,

FOR THE BOARD OF DIRECTORS

Lynelle Sue Chauncey, C.A.M.

Property Manager

This instrument prepared by: David A. Core, Esquire Will Call Box 110 ST. JOHN, DICKER, KRIVOK & CORE, P.A. 500 Australian Avenue So., Suite 600 West Palm Beach, Florida 33401 (561) 655-8994

# CERTIFICATE OF AMENDMENT TO THE NEIGHBORHOOD COVENANTS OF LAKE NONA VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted by the members pursuant to Section 617.0701, Florida Statutes, as an Amendment to the Neighborhood Covenants of Lake Nona Village. The original Neighborhood Covenants of Lake Nona Village are recorded in the public records of Palm Beach County at Official Records Book 10566, Page

DATED this 24 day of January, 2001.

day of January, 200	01.
As to witnesses:	
Auta Mendelsohn Witness  Lian Silberman Witness	ASSOCIATION, INC  By: Robert A. Silver, President  Attest  Attest  Attest
STATE OF FLORIDA )	(Seal)
COUNTY OF PALM BEACH )ss	
me that they executed such instrument as President an corporate authority, and that said instrument is the free WITNESS my hand and official seal this AGENTAL (SEAL)  RITA B. MENDELSOHN MY COMMISSION & CLEATER STATES	Robert A. Silver, the President, and Nona Village Neighborhood Association, Inc., who as identification or are personally regoing instrument and acknowledged to and before d Secretary of the Association with due and regular react and deed of the Association.  day of Anuary, 2001.  OTARY PUBLIC tate of Florida at Large.  By Commission Expires:

# WRITTEN CONSENT IN LIEU OF A MEETING OF THE MEMBERS AMENDING THE NEIGHBORHOOD COVENANTS OF LAKE NONA VILLAGE

The undersigned Member(s) of Lake Nona Village Neighborhood Association, Inc., pursuant to provisions of the Florida Not For Profit Corporation Act, §617.0701(4)(a), <u>Florida Statutes</u>, and the Neighborhood Covenants of Lake Nona Village ("Neighborhood Covenants"), recorded in Official Records Book 10566, Page 772, et seq. of the Public Records of Palm Beach County, Florida, hereby consents in writing in lieu of a meeting to amend the Declaration as follows.

# (The following amendment is a substantial rewording of the text of the Declaration; See Declaration for original text)

1. Article VII, Section 42, of the Neighborhood Covenants of Lake Nona Village, shall be amended to read as follows:

Section 42. Commercial Vehicles, Trucks, Trailers, Campers and Boats.

No trucks or vans designed for or used primarily for commercial purposes or characterized in this Section as commercial vehicles, and no commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, or horse trailers, shall be permitted to be parked or to be stored at any place on The Properties, or in dedicated areas, except in (i) enclosed garages and (ii) spaces for some or all of the above specifically designated by the Association, if any.

Notwithstanding the above prohibitions, Lot owners and occupants may park pick up trucks and vans that are not commercial vehicles under this Section in the driveways on their lots, except that pick up trucks and vans shall not be parked in driveways if they are designed or customized for use other than in accordance with the manufacturer's original specifications. The Board of Directors shall have the discretion to determine if a vehicle is designed or customized for use other than in accordance with the manufacturer's original specifications and the Board's determination shall be conclusive. No on-street parking or parking on lawns shall be permitted.

For purposes of this Section, "commercial vehicles" shall mean those vehicles which are not designed and used for customary, personal/family purposes. The absence of

lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services to a home, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time).

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

All Owners and other occupants of Units are advised to consult with the Association prior to purchasing, or bringing onto The Properties, any type of vehicle other than a passenger car inasmuch as such vehicle may not be permitted to be kept within The Properties.

I, the undersigned Member, hereby join in and consent to the proposed amendments. I certify that I am duly authorized to vote and consent to the proposed amendments on behalf of the lot designated below.

Signature of Member	Date	Lot Number or Street Address
Printed Name of Member		
DI EACE DE		

PLEASE RETURN THIS CONSENT FORM AS SOON AS POSSIBLE

lakenona.trucks.dec.rev1109.wpd

2001	UNIFORM BUS	INE S REPO	RT (UB	R) .			
DOCU 1. Entity Nam	MENT # <b>N98000</b>	004585					
LAKE N	ona village neighborho	OD ASSOCIATION, II	VC.				
Principal Plac	e of Business	Mailing Address					
1860 OLD OK STE 511	EECHOBEE RD	1860 OLD OKEECHOBEE STE 511	RD				
- "	BEACH FL 33409	WEST PALM BEACH FL 3	3409		### ##################################	HI 8870 8188 BYS 1888 I BYS 1888 BY	
· · · · · ·	Place of Business	3. Mailing Address					
Suite, Apt.	#, etc. #510	Suite, Apt. #, etc. <b>#510</b>			DO NOT WRITE IN TH	IIS SPACE	
City & Stat		City & State		4. FEI Numbe	65-0902815	Applied For Not Applicable	
Zip	Country	Zip	Country	5. Certificate of	5. Certificate of Status Desired See Required \$8.75 Additional Fee Required		
	6. Name and Address of Current	Registered Agent	<u> </u>	7. Name and	Address of New Registere		
			Name				
	AMBRA CIR		Street A	Address (P.O. Box Numbe	r is Not Acceptable)		
STE 1102 MIAMI FL			City			Zip Code	
8. The above	named entity submits this statement fo	r the purpose of changing its	registered office o	r registered agent, or both	-		
			· · · · · · · · · · · · · · · · · · ·	Tragional agent, or ook	i, in the state of Honda.		
SIGNATURE	Signature, typed or printed name of registered agent	and title if applicable. (NOT	E: Registered Agent signa	ture required when reinstating)	DAY	F	
		T		<u> </u>			
	FILE NOW: FEE IS \$61.25	9. Election Campaign Trust Fund Contrib	<b>~</b>	\$5.00 May Be Added to Fees		ck Payable to ent of State	
10. TITLE	OFFICERS AND DIF		11.	ADDITIONS/CHA	ANGES TO OFFICERS AND	DIRECTORS IN 10	
NAME	SILVER, ROBERT A	☐ Delete	TITLE NAME			☐ Change ☐ Addition	
STREET ADDRESS CITY-ST-ZIP	1860 OLD OKEECHOBEE RD 51 WEST PALM BEACH FL 33409	0	STREET ADDRESS CITY-ST-ZIP				
TITLE NAME	1VPD Torrioni, Debbie	☐ Delete	TITLE NAME			☐ Change ☐ Addition	
STREET ADDRESS	1860 OLD OKEECHOBEE ROAD	510	STREET ADDRESS				
CITY-ST-ZIP	WEST PALM BEACH FL 33409 2VPD	UN7	CITY-ST-ZIP				
NAME	OSULLIVAN, CHRIS	XX Delete		2VPD Cataldi, Ch		☐ Change X Addition	
STREET ADDRESS CITY - ST - ZIP	1860 OLD OKEECHOBEE ROAD	510	STREET ADDRESS	1860 Old Ok	aries eechobee Rd.	#510	
TITLE	WEST PALM BEACH FL 33409 SD	☐ Delete	CITY-ST-ZIP TITLE	WPB, FL 33	409		
NAME	PATTON, KAREN		NAME			☐ Change ☐ Addition	
STREET ADDRESS CITY-ST-ZIP	1860 OLD OKEECHOBEE ROAD WEST PALM BEACH FL 33409	510	STREET ADDRESS CITY-ST-ZIP	:			
TITLE	TD	Delete	TITLE	TD		☐ Change Addition	
NAME STREET ADDRESS	ROSHAK, LAWRENCE	F.10	NAME	Orzech, Jo	oan	Change E4 Addition (	
CITY-ST-ZIP	1860 OLD OKEECHOBEE ROAD WEST PALM BEACH FL 33409	510	STREET ADDRESS CITY-ST-ZIP	1860 Old C	keechobee Ro	d., #510	
TITLE NAME		☐ Delete	TITLE	WPB, FL 33	409	☐ Change ☐ Addition	
STREET ADDRESS			NAME STREET ADDRESS				
CiTY-ST-ZIP			CITY-ST-ZIP				
12. I hereby c indicated of the corr changed	ertify that the information supplied with on this report or supplemental report is poration or the receiver or trustee empo or on an attachment with an address, w	this filing does not qualify for true and accurate and that n wered to execute this report	the exemption states as required by Cha	ed in Section 119.07(3)(i) ave the same legal effect opter 617, Florida Statutes	, Florida Statutes. I further of as if made under oath; that and that my name appear	certify that the information I am an officer or director s in Block 10 or Block 11 if	
SIGNAT	URE:/ / // /	(1) ANN	$\mathcal{M}$		601 101-	13277777	
	SIGNATURE AND TYPED OF PA	RINTED NAME OF SIGNING OFFICER	OR DIRECTOR		Date	Daytime Phone #	