

the Association;

(e) Performing any other duty that may be necessary in the best interest of the Association or that the Board of Directors shall require.

Section 5. Vice-President. The Vice-President shall have such authority, duties and responsibilities as the Board of Directors shall direct and assign to him or her from time to time. The Vice-President shall also act in the absence of the President. The Vice-President shall also be selected from the Membership of the Board of Directors.

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall attend all meetings of the Board of Directors; shall keep minutes of all meetings of the Board of Directors; shall have charge of the corporate books and seal of the Association.

The Secretary-Treasurer shall be charged with the management of all financial affairs of the Association not delegated by these By-Laws to the Finance and Budget Committee of the Board of Directors, if one shall be appointed, and shall have the power to recommend action concerning the Association's affairs to the Board of Directors and to the Finance and Budget Committee of the Board of Directors, if one be appointed; and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the Board of Directors.

The Secretary-Treasurer need not be a member of the Board of Directors.

Section 7. Assistant Officers. Assistants to the Vice-President and Secretary-Treasurer may be elected by the Board of Directors and shall perform such duties and have such powers as shall be delegated to them from time to time by the Board of Directors. Said Assistants need not be members of the Board of Directors.

ARTICLE VI

Indemnification of Board of Directors and/or Officers

Section 1. Third Party Suits. To the extent permitted by Florida law and subject of the provisions of this Article, 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 completed action, suit or proceeding, whether civil, criminal,

administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a director or officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. 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 good faith and in a manner in which he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful.

Section 2. Suits by or in Right of the Association. To the extent permitted by Florida law and subject to the provisions of the Articles of Association, the Association shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association, to procure a judgment in its favor by reason of the fact that he or she is or was serving at the request of the Association, as a director of the Board of Directors or officer of the Association, against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty of the Association, unless and only to the extent that the court in which such action or suit was brought shall determine such application that, despite the adjudication of liability but in view of all of the circumstances of the cause, such person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper.

Section 3. Indemnification Against Expenses. To the extent that a person who is or was a director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses

(including attorney's fees) incurred by him or her in connection therewith.

Section 4. Determination that Indemnification is Proper. Any indemnification under Sections 1, 2 and 3 of this Article (unless ordered by a court) shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so direct (by independent legal counsel) in a written opinion.

Section 5. Reimbursement of Expenses. Expenses incurred by any person who may have a right of indemnification under this Article in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association, pursuant to this Article.

Section 6. By-Laws not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person may be entitled under any By-Laws, Articles of Association, Agreement, vote or disinterested directors or otherwise, both as to action in another capacity while holding his or her office except to the extent that such indemnification may be contrary to the law. The indemnification provided by this Article shall continue as to a person who has ceased to be a director on the Board of Directors or Officer of the Association, and shall inure to the benefit of the heirs and personal representatives of such person, in the event of his or her death.

Section 7. Insurance. The Association may purchase and maintain insurance (and pay the entire premium therefor) on behalf of any person who is or was a director on the Board of Directors or Officer of the Association against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify against such liability under the provisions of this Article or under the laws of the State of Florida.

Section 8. Severability. The invalidity or unenforceability

of any provisions of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

ARTICLE VII

Corporate Seal

The Association's Board of Directors may provide for a corporate seal in such form and with such inscription as it shall determine, provided such seal shall always contain the words "Corporation, Not-For-Profit".

ARTICLE VIII

Amendments

The Board of Directors of the Association may from time to time adopt By-Laws of the Association which may be amended or rescinded by them; provided, however, any By-Laws of the Association so adopted by the Board of Directors of the Association may be amended, modified or rescinded at any annual or special meeting of the Association by a majority vote of the member present in person or by proxy. Further, the membership of the Association by a majority vote of members present in person or by proxy at any special and/or annual meeting of the Association called for that purpose may amend, modify or rescind these By-Laws.

ARTICLE IX

Conflicts

In the case of any conflict between the Articles of Association and these By-Laws, the Articles of Association shall control; in the case of any conflict between the Declaration of Restrictions and these By-Laws, the Declaration of Restrictions shall control.



I hereby certify that the foregoing is a true copy of the record in my office this day, Feb 09, 2018. Redacted __ Unredacted/law X
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By [Signature] Deputy Clerk

INSTR # 2010200370
BK 08281 PGS 2115-2122 PG(s)8
RECORDED 12/16/2010 03:39:00 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 69.50
RECORDED BY H Robinson

**FIRST AMENDMENT TO THE BYLAWS
OF COUNTRY TRAILS PROPERTY OWNERS'
ASSOCIATION, INC.
A NOT FOR PROFIT FLORIDA
CORPORATION**

After recording, return to:
Robert J. Stanz, Esq.
ROBERT J. STANZ, P.A.
5121 S. Lakeland Dr., Suite 4
Lakeland, Florida 33813
888-4-STANZLAW

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD, CPA
CLERK OF THE CIRCUIT COURT

FIRST AMENDMENT TO THE BYLAWS
OF COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC.
A NOT FOR PROFIT FLORIDA CORPORATION

Pursuant to the governing documents of COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC., herein called the Association, a corporation not-for-profit organized and existing under Chapter 617, Florida Statutes, for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of those certain governing documents, including the Restrictive Covenants and Conditions recorded in O.R. Book 2923, page 0140, of the public records of Polk County, Florida, and the BYLAWS OF COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC. (the "Bylaws"), and the ARTICLES OF INCORPORATION OF COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC. dated January 23, 1987, the Board of Directors of the Association hereby amends the Bylaws, this 18th day of November, 2010, as follows:

ARTICLE X

FINES

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, licensees, invitees and guests to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

a. Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of

Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days notice of such meeting shall be given.

b. Hearing. The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

c. Amounts. The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

i. For each violation, a fine not exceeding One Hundred Dollars (\$100.00).

ii. For a violation or violations which are of a continuing nature after notice thereof (even if in the first instance), a fine not exceeding Two Thousand Dollars (\$2,000.00).

d. Payment and Collection of Fines. Fines shall be treated as an individual assessment subject to the provisions for the collection of individual assessments, and the lien securing same, as set forth elsewhere in the governing documents and Florida statutes.

e. Application of Proceeds. All moneys received from fines shall be allocated as directed by the Board of Directors.

f. Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be

otherwise legally entitled; provided, however, any fines paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE XI

ASSESSMENTS

In addition to Annual Assessments provided in the Restrictive Covenants, the Board of Directors may impose special and individual assessments which are secured by a lien upon the property against which the assessment is made.

- a. Special Assessments. In addition to annual assessments, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Areas, or on any easement benefiting the Association, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed desirable or appropriate by the board of directors; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Owners of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.
- b. Individual Assessment. The board of directors may levy an individual assessment against any Owner and that Owner's Lot located thereon in order to cover costs incurred by the Association due to that Owner's failure to maintain his Lot pursuant to the standards set forth in these Bylaws, or to reimburse the Association for loss or damage to the Association or to any Common Area or easement area caused by that Owner or his lessee, agent, contractor or guest,

and not covered by insurance, or for any other purpose expressly permitted by this section.

ARTICLE XII

RULES AND REGULATIONS

Reasonable rules and regulations may be promulgated by the Board, after notice and hearing pursuant to Florida Statutes, as to the use and enjoyment of the Property and shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, parking, traffic, state of repair of vehicles, tree removal, pets, game and play structures and devices, swimming pools, television and telecommunications devices and antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce reasonable rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any term, covenant or restriction herein contained.

ARTICLE XIII

ENFORCEMENT AND ASSESSMENTS

Enforcement of fines and the Rules and Regulations, as well as the collection of assessments shall be consistent with the Governing Documents and the Florida Statutes. Should the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner.

ARTICLE XIV

MEMBERSHIP AND TRANSFER FEES

A. New Member Fee: Effective immediately, all lots sold, granted or conveyed after December 1, 2010, shall be subject to a "New Member Fee" of \$250.00 which shall be due and payable to the Association within thirty (30) days from any Member acquiring ownership to a Lot. This shall provision shall only apply to entities, e.g., corporations, limited liability companies, banks, mortgage companies, lenders and non-resident owners, who do not reside in the community. The Membership Fee shall be waived for: (a) transfers between spouses; (b) transfers where ownership (title) transfers under will or probate; or (c) where imposition of the Membership Fee is prohibited by applicable law. The Association or designated community association management company shall collect the Membership Fee by sending notice to the new Owner. The Membership Fee shall have the effect of an Individual Assessment as defined in the governing documents which becomes due and payable as of the date of the recording of the deed, certificate of title or other transfer instrument, in the public records.

B. Transfer Fee: All sales, conveyances and transfers of ownership of any Lots shall be subject to a Transfer Fee of One Percent (1%) of the Gross Sale Price or \$1,000.00, whichever is greater, payable to the Association. The fee shall be paid within seven (7) days of the transfer of title (deeds, mortgage foreclosures, deed-in-lieu of foreclosure and short-sales). This shall provision shall only apply to entities, e.g., corporations, limited liability companies, banks, mortgage companies, lenders and non-resident owners, who do not reside in the community. The Transfer Fee shall be waived for: (a) transfers between spouses, (b) transfers where ownership (title)

transfers under will or probate, (c) where imposition of the Transfer Fee is prohibited by applicable law. The Association or designated community association management company shall collect the Transfer Fee by sending notice to the new Owner the Transfer Fee shall have the effect of an Individual Assessment as defined in the governing documents which becomes due and payable as of the date of the recording of the deed, certificate of title or other transfer instrument, in the public records.

C. Compliance: Closing Agents shall collect the Transfer Fee during the conduct of any real estate closing involving a Lot. "Gross Sale Price" shall mean the full purchase price, or in the event of a foreclosure, the amount of the foreclosed mortgage or final judgment in favor of the lender, whichever is greater. The Association or designated community association management company shall collect the Transfer fee in all other transfers of title. The Transfer Fee shall have the effect of an Individual Assessment as defined in the Declaration which becomes due and payable as of the date of the recording of the deed, certificate of title or other transfer instrument, in the public records. Lot Owners, Realtors, Lenders and Closing Agents shall comply with Chapter 720.401 and disclose the Transfer Fee and Membership Fee to all potential purchasers or buyers.

Presented to the Membership by the following Board of Directors:

LARRY PATE

ALAN FOX

WILLIAM SIZER

JOHN DOWNS

JESSIE BOHANNAN

FRANK PATTON

ALL OF WHICH WERE PRESENT AT THE ANNUAL MEETING OF THE COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC. HELD ON 11/18/2010.

ADOPTED BY A MAJORITY VOTE OF THE MEMBERS PRESENT AT THE ANNUAL
MEETING OF THE MEMBERS HELD ON NOVEMBER 18th, 2010 AT 9:05 PM.

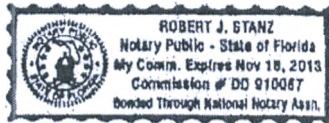
Acknowledged by:

Larry T. Pate
Name: Larry T. Pate
As Its: President

STATE OF FLORIDA
COUNTY OF POLK

18th The foregoing instrument was acknowledged before me this
day of November, 2010 by Larry T. Pate,
the President of the Country 'Trails Property Owners'
Association, a Florida non-profit corporation, on behalf of the
corporation, who is ☒ personally known to me or ☐ produced
_____ as identification, and
who did not take an oath.

NOTARY STAMP



Robert J. Stanz
Notary Public
Name: Robert J. Stanz

7

Book8281/Page2122 CFN#2010200370

Page 8 of 8



I hereby certify that the foregoing is a true copy of the record in my
office this day, Feb 09, 2018. Redacted ___ Unredacted/law X
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By [Signature] Deputy Clerk

INSTR # 2011181672
BK 08500 PGS 1993-1997 PG(s)5
RECORDED 10/25/2011 10:03:57 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 44.00
RECORDED BY S Bardell

SECOND AMENDMENT TO THE BYLAWS
OF COUNTRY TRAILS PROPERTY OWNERS'
ASSOCIATION, INC.,
A NOT FOR PROFIT FLORIDA
CORPORATION

After recording, return to:
RE → Robert J. Stanz, Esq.
ROBERT J. STANZ, P.A.
5121 S. Lakeland Dr., Suite 4
Lakeland, Florida 33813
888-4-STANZLAW

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD, CPA
CLERK OF THE CIRCUIT COURT

SECOND AMENDMENT TO THE BYLAWS
OF COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC.,
A NOT FOR PROFIT FLORIDA CORPORATION

Pursuant to the governing documents of COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC., herein called the Association, a corporation not-for-profit organized and existing under Chapter 617, Florida Statutes, for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of those certain governing documents, including the Restrictive Covenants and Conditions recorded in O.R. Book 2923, page 0140, of the public records of Polk County, Florida, and the BYLAWS OF COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC., recorded in O.R. Book 8281, page 2091, of the public records of Polk County, Florida, as amended in O.R. Book 8281, page 2115 (collectively referred to as the "Bylaws"), and the ARTICLES OF INCORPORATION OF COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC. dated January 23, 1987, the Board of Directors of the Association hereby amends the Bylaws, this 21st day of October, 2011, as follows:

I. ARTICLE XIV is hereby deleted in its entirety and replaced with the following:

ARTICLE XIV

MEMBERSHIP AND CAPITAL IMPROVEMENT FEES

A. Membership Fee: Effective as of the date of this Amendment to the Bylaws, all lots sold, granted or conveyed after November 1, 2011, shall be subject to a "Membership Fee" of \$250.00 which shall be due and payable to the Association within thirty (30) days from any Member acquiring ownership to a Lot. This shall provision shall only apply to entities, e.g., corporations,

limited liability companies, banks, mortgage companies, lenders and non-resident owners, who do not reside in the community. The Membership Fee shall be waived for: (a) transfers between spouses; (b) transfers where ownership (title) transfers under will or probate; or (c) where imposition of the Membership Fee is prohibited by applicable law. The Association or designated community association manager shall collect the Membership Fee by sending notice to the new Owner. The Membership Fee shall have the effect of an Individual Assessment as defined in the governing documents which becomes due and payable as of the date of the recording of the deed, certificate of title or other transfer instrument, in the public records.

B. Capital Improvement Fee: Effective as of the date of this Amendment to the Bylaws, all sales, conveyances and transfers of ownership of any Lots shall be subject to a Capital Improvement Fee of One Percent (1%) of the Gross Sale Price or \$1,000.00, whichever is greater, payable to the Association. The fee shall be paid within seven (7) days of the transfer of title (deeds, mortgage foreclosures, deed-in-lieu of foreclosure and short-sales). This provision shall only apply to entities, e.g., corporations, limited liability companies, banks, mortgage companies, lenders and non-resident owners, who do not reside in the community. The Capital Improvement Fee shall be waived for: (a) conveyances between spouses, (b) transfers where ownership (title) transfers under will or probate, (c) where imposition of the Capital Improvement Fee is prohibited by applicable law. The Association or designated community association manager shall collect the Capital Improvement Fee by sending notice to the new Owner. The Capital Improvement Fee shall have the effect of an Individual Assessment as defined in the governing documents which becomes due and payable as of the date of the

recording of the deed, certificate of title or other conveyance, in the public records.

C. Compliance: Closing Agents shall collect the Capital Improvement Fee during the conduct of any real estate closing involving a Lot. "Gross Sale Price" shall mean the full purchase price, or in the event of a foreclosure, the amount of the foreclosed mortgage or final judgment in favor of the lender, whichever is greater. The Association or designated community association manager shall collect the Capital Improvement Fee in all other transfers of title. The Capital Improvement Fee shall have the effect of an Individual Assessment as defined in the Declaration which becomes due and payable as of the date of the recording of the deed, certificate of title or other transfer instrument, in the public records. Lot Owners, Realtors, Lenders and Closing Agents shall comply with Chapter 720.401 and disclose the Capital Improvement Fee and Membership Fee to all potential purchasers or buyers.

ADOPTED BY A MAJORITY VOTE OF THE BOARD OF DIRECTORS AT THE OCTOBER 2011 MEETING OF THE BOARD HELD ON OCTOBER 21st, 2011 AT 8:00 PM. THE FOLLOWING BOARD MEMBERS APPROVED THIS SECOND AMENDMENT TO THE BYLAWS:

1 Jesse Behannon
Name: Jesse Behannon

Maxine Ali
Name: Maxine Ali

Alan Fox
Name: Alan Fox

Name: _____

Daniel S. Cannon
Name: Daniel S. Cannon

Name: _____

Acknowledged by:

Daniel S. Cannon
Name: Daniel S. Cannon
As Its: President

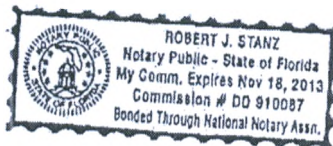
STATE OF FLORIDA
COUNTY OF POLK

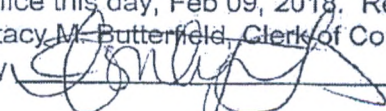
The foregoing instrument was acknowledged before me this 2/5th day of October, 2011, by DANIEL S. CANNON, the President of the Country Trails Property Owners' Association, a Florida non-profit corporation, on behalf of the corporation, who is ☒ personally known to me or ☐ produced _____ as identification, and who did not take an oath.

NOTARY STAMP


Notary Public

Name: ROBERT J. STANZ



I hereby certify that the foregoing is a true copy of the record in my office this day, Feb 09, 2018. Redacted ___ Unredacted/law ☒
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By  Deputy Clerk

Prepared by and return to:
Robert J. Stanz, Esq.
ROBERT J. STANZ, P.A.
5121 S. Lakeland Dr., Suite 4
Lakeland, Florida 33813
888-4-STANZLAW

INSTR # 2013011649
BK 08854 PGS 1270-1271 PG(s)2
RECORDED 01/18/2013 03:01:15 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
RECORDED BY S Wiggins

THIRD AMENDMENT TO THE BYLAWS
OF
COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC.
(A Corporation Not For Profit)

The Board of Directors, of the COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC., herein called the Association, have the authority to amend the Bylaws of the Association, under Article VIII of the Bylaws, as recorded in the public records of Polk County, Florida, which provides:

"The Board of Directors of the Association may from time to time adopt By-laws of the Association which may be amended or rescinded by them;...."

The Board of Directors, having reviewed the governing documents of the Association and in compliance with Chapter 720 of the Florida Statutes, hereby adopt the following amendment to the Bylaws of the Association:

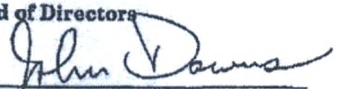
ARTICLE XV
MEETING OF OWNERS

a. Quorum. The presence at the meeting of ten percent (10%) of Owners entitled to cast, or of proxies of Owners entitled to cast, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictive Covenants and Conditions, or these Bylaws. If such quorum is not present or represented at any meeting, the Owners entitled to vote there at shall have power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum is present or represented.

This Amendment shall take effect immediately and shall be recorded in the public records of Polk County, Florida, in accordance with Chapter 720 of the Florida Statutes.

Adopted by a majority vote of the Board of Directors at the Board Meeting held December 22, 2012 in accordance with the Governing Documents of the Association.

Board of Directors

By: 
Name: JOHN DOWNS, Director

By: 
Name: WILHELM STEDING, Director

By: 
Name: VON O. FRIDRIKSSON, Director

Page 1 of 2

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD, CPA
CLERK OF THE CIRCUIT COURT

Certified and acknowledged by:

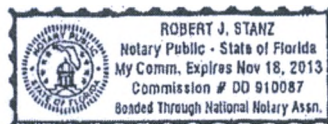
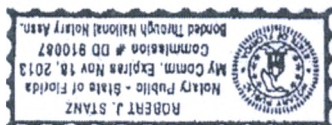
John Downs
Name: JOHN DOWNS
As Its: President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me this 11th day of January, 2013, by John Downs, as the President of Country Trails Property Owners' Association, a Florida non-profit corporation, on behalf of the corporation, who is ☒ personally known to me or ☐ produced _____ as identification, and who did not take an oath.

NOTARY STAMP

Robert J. Stanz
Notary Public



Page 2 of 2

Book8854/Page1271 CFN#2013011649

Page 2 of 2



I hereby certify that the foregoing is a true copy of the record in my office this day, Feb 09, 2018. Redacted ___ Unredacted/law ☒
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By Stacy M. Butterfield Deputy Clerk

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on January 28, 1987, as shown by the records of this office.

The document number of this corporation is N18973.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Second day of February, 2018



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

EXHIBIT

D

ARTICLES OF ASSOCIATION

OF

COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, INC.
(A Corporation Not For Profit)

We, the undersigned, do hereby associate ourselves together for the purpose of forming a Property Owners' Association.

ARTICLE I

NAME

The name of this Association shall be COUNTRY TRAILS PROPERTY OWNERS' ASSOCIATION, Inc. (The "ASSOCIATION") and it shall be located in Polk County, Florida.

ARTICLE II

INITIAL REGISTERED OFFICE & AGENT

The street address of the initial registered office of the ASSOCIATION until changed by the Board of Directors shall be The Colonial Building, Suite #106, 910 South Florida Avenue, Lakeland, Florida, 33803, and the name of the initial registered agent of the ASSOCIATION at that address is W. Wm. Ellsworth, Jr.

ARTICLE III

PURPOSE AND POWERS

1. The general purposes and powers for which the ASSOCIATION is formed are as follows:

A. To manage, maintain and repair the existing private Roadways as shown on the Plat of COUNTRY TRAILS PHASE TWO, Plat Book 82, Pages 18, 19, 20, and 41, Public Records of Polk County, Florida, and any extensions of those private Roads noted thereon as "Bob White Drive", "Woodsridge Drive", and "Cypress Trail Drive" or any extensions thereof in Section 1 and 2 Township 27 South, Range 24 East, and Sections 27, 34 and 35, Township 26 South, Range 24 East Polk County, Florida.

B. To maintain private Roadways street and traffic control signs.

C. To enact rules of use and to maintain its ownership in any Tract or parcel of real property and/or Easement that may be conveyed to the ASSOCIATION for the common use of all members.

D. To enforce the Restrictive Covenants and Conditions of COUNTRY TRAILS PHASE TWO as recorded in Official Record Book 82, Pages 38, through 41, inclusive, Public Records of Polk County, Florida, either on its own account or in conjunction with other Tract or Lot owners. To determine, prepare, deliver, notice of, and collect assessments from the ASSOCIATION members for the purpose of the foregoing and to enforce liens for such assessments uncollected by legal action, if necessary.

E. To maintain Drainage Easements and Roadway ditches, to gate and/or maintain the entrance of any Roadway to the subdivision for all Tract owners, their guests and invitees; to impose hunting restrictions which shall be uniformly applicable to all Tracts; and to enunciate a neighborhood crime watch security program or other similar program for the subdivision as a whole.

F. To bond, if desired, Directors, Officers and employees of the ASSOCIATION.

G. To transact any and all lawful business.

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A. Each owner of Tracts 1 through 53, inclusive, COUNTRY TRAILS PHASE TWO, Plat Book 82, Pages 38, 39, 40, and 41, Public Records of Polk County, Florida, shall be liable and obligated for payment of a pro rata share per tract of the costs of maintaining those private Roadways as shown in said Plat. Each of said Tracts shall bear equal portion of each annual assessment regardless of a Tract's location, dimensions, or size. Any unpaid annual assessment (as hereinabove referred to) due at any time shall be and become the obligation of a subsequent owner of a Tract upon purchase of said Tract.

B. The maintenance assessments for the year commencing December 1, 1987 and all subsequent years, unless increased or decreased by the ASSOCIATION, shall be Fifty (\$50.00) Dollars per tract, and shall be payable to the ASSOCIATION, except as to un sold Tracts at that time still owned by General Citrus, Inc., a Florida corporation, which shall not be subject to assessments.

C. During the month of November of each year after 1986, the Board of Directors of the ASSOCIATION shall call a meeting of the membership of the ASSOCIATION for the purpose of considering the amount of assessment for Roadways maintenance and ASSOCIATION expenses for the ensuing year. The call shall be in writing, shall state the meeting's purpose, shall designate the date (which shall be no less than ten (10) days from the date the call is mailed), time and place of said meeting, and shall be mailed by certified mail, return receipt requested, to all Tract owners at the last addresses for said owners shown on the books and records of the ASSOCIATION or to the Tract owners' addresses as shown on the Polk County tax rolls. The amount of each year's annual assessments and charges shall be determined at the annual meeting by the affirmative written vote of a majority of those ASSOCIATION members present, in person or proxy, at said meeting.

D. Following the ASSOCIATION annual meeting, written annual assessments voted for by the membership for any of those purposes enumerated in Paragraph 1 of Article III shall be mailed certified mail by the ASSOCIATION to all Lot or Tract owners subject to assessment. Annual assessments and charges shall apply to a fiscal year, commencing December 1, and terminating November 30, shall be deemed to be due as of December 1 of each year, and shall be payable in one annual installment. Sums thus collected by the ASSOCIATION shall be held and expended by it for the sole purposes that said assessments were made.

ARTICLE IV

MEMBERS

The owner of each Lot, Tract or parcel as provided in Article III(2)(A) who shall pay the normal and any Special Assessments which may from time to time be fixed by the Board of Directors of the ASSOCIATION shall be a member of the ASSOCIATION. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be on the terms and conditions set forth herein as regulated by the Board of Directors of the ASSOCIATION, and it shall be appurtenant to and may not be separated from the ownership of any Lot, Tract or parcel as outlined in Article III(2)(A).

ARTICLE V

ADDITIONAL FUTURE MEMBERS

The owner of any Tract, Lot or parcel of real property fronting on any extension of that private Roadway designated as "Cypress Trail Drive" on the Plat of COUNTRY TRAILS PHASE TWO as provided in Plat Book 82, Pages 38, 39, 40 and 41, Public Records of Polk County, Florida, for any Roadway extension therefrom, and who have the use and benefit of ingress and egress thereupon, shall automatically and without notice by virtue of said use and benefit of ingress and egress become a member of this ASSOCIATION and shall be governed by the rules and provisions hereof. All Articles contained herein shall be applicable to said additional members who shall be entitled to vote and be subject to Roadway maintenance assessments as set forth herein.

ARTICLE VI

VOTING

The ASSOCIATION shall have one class of voting membership made up of all Lot, Tract or Parcel owners as outlined in Article XII(2)(A) and Article IV. Each member shall be entitled to one vote for each Lot, Tract or Parcel owned, provided, however, that said Lot, Tract or Parcel shall not be delinquent at the time that a vote shall be taken as to any assessments attributable to the Lot, Tract or Parcel as provided herein. When more than one person or entity holds an ownership interest in any Lot, Tract or Parcel all such persons shall be members; however, the vote for such Lot, Tract or Parcel shall be exercised by only one member designated in writing to the ASSOCIATION. In no event shall more than one vote be cast with respect to any one Lot, Tract or Parcel.

ARTICLE VII

MANAGEMENT

The affairs and business of the ASSOCIATION shall be managed by a Board of Directors and by the following Officers: President, Vice President, Secretary, and Treasurer and such other officers as the Board of Directors shall appoint. The officers shall be elected by the Board of Directors at the first meeting of the Board of Directors immediately following the annual meeting of the ASSOCIATION. The President and Vice President shall be members of the Board of Directors, but no other officer need be a member of the Board of Directors. The same person may hold two offices, the duties of which are not incompatible.

ARTICLE VIII

OFFICERS

The names of the officers who are to serve until the first election of officers by the Board of Directors are:

W. M. Ellsworth, Jr. - President
Robert F. Harper, III - Vice President
Barnie Lee Espinoza - Secretary/Treasurer

ARTICLE IX

DIRECTORS

The ASSOCIATION shall have three (3) directors initially. At the first annual meeting, the directors shall be increased to five (5). In number. Thereafter, the number of directors may be either increased or diminished from time to time by a vote of a majority of the membership present at any authorized meeting that shall never be less than three (3).

The names and addresses of the persons who are to serve on the first Board of Directors are:

W. M. Ellsworth, Jr. - Colonial Building, Suite #106
910 South Florida Avenue
Lakeland, Florida 33803
Robert F. Harper, III - 4207 Rolling Oaks Drive
Lakeland, Florida 33809
Barnie Lee Espinoza - 2823 Oakland Avenue
Lakeland, Florida 33803

The initial Directors shall serve until the first annual meeting of the ASSOCIATION and thereafter as provided for hereafter.

At each annual meeting of the members of the ASSOCIATION shall elect the members of the Board of Directors by a plurality of the votes cast at such election, and such members shall serve until the next annual meeting of the ASSOCIATION.

5. In the event of the removal, resignation, death or other vacancy of a member of the Board of Directors, the vacancy shall be filled by the remaining Board of Directors. The replacement member of the Board of Directors shall serve the remainder of the term of his predecessor.

6. No member of the Board of Directors or any committee of the ASSOCIATION or any officer of the ASSOCIATION shall be personally liable to any member of the ASSOCIATION or to any other party, including the ASSOCIATION, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person or group, provided that such person or group has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

7. The Board of Directors shall see that all assessments shall be assessed equally against all lot owners, as outlined in Article III(2)(A) and Article IV. Where there are multiple owners of any lots, such owners shall be jointly and severally liable for the payment of the Assessment.

8. The Board of Directors from time to time may adopt By-Laws of the ASSOCIATION which may be amended or rescinded by them. In addition, any By-Laws so adopted may be amended, modified or rescinded at any ASSOCIATION meeting by a majority vote of the members present.

ARTICLE X

AMENDMENTS

Amendments to these ARTICLES OF ASSOCIATION shall be approved by the Board of Directors, proposed by them to the members and approved at any meeting by a two-thirds (2/3) vote of the members present, provided that not less than thirty (30) days notice by mail shall have been given to all members, setting forth the proposed amendments.

ARTICLE XI

TERM

The ASSOCIATION shall have perpetual existence.

IN WITNESS WHEREOF, the undersigned, as subscribers to these ARTICLES OF ASSOCIATION, have hereunto set their hands and seals at Lakeland, Polk County, Florida, this 23rd day of January, 1987.

SUBSCRIBERS	ADDRESS
 (SEAL)	Colonial Building, Suite #106
William E. Ellsworth, Jr.	210 South Florida Avenue
 (SEAL)	Lakeland, Florida 33803
Robert F. Harper, III	4207 Rolling Oak Drive
 (SEAL)	Lakeland, Florida 33809
William E. Ellsworth, Jr.	2823 Oakland Avenue
Barnabe Espósito	Lakeland, Florida 33803

STATE OF FLORIDA)
COUNTY OF POLK)

I, personally appeared before me a Notary Public authorized to take acknowledgments in the State and County set forth above, William E. Ellsworth, Jr., Robert F. Harper, III and William E. Barnabe Espósito, known to me to be the persons who executed the foregoing ARTICLES OF ASSOCIATION of COUNTRY TRAIL PROPERTY OWNERS ASSOCIATION, INC. and who acknowledged before me that they executed said documents for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the State and County aforesaid this 23rd day of January, 1981.

Elizabeth S. Coker
NOTARY PUBLIC STATE OF FLORIDA
Commission Expires 6/29/89

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

In pursuance of Chapter 48,091 and Chapter 617,023 Florida Statutes, the following is submitted in compliance with said Act:

COUNTRY TRAILS PROPERTY OWNERS ASSOCIATION, INC., desiring to organize a corporation not for profit under the laws of the State of Florida with its principal office as indicated in the ARTICLES OF ASSOCIATION, Suite 3106, Colonial Building, 910 South Florida Avenue, Lakeland, Florida, 33803, hereinafter named **Wm. Ellsworth, Jr.**, whose address is Suite 3106 Colonial Building, South Florida Avenue, 910 South Florida Avenue, Lakeland, Florida, 33803, as its Agent to accept service of process within the State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation at place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.

Wm. Ellsworth, Jr.
WM. ELLSWORTH, JR.
RESIDENT AGENT

FILED
JAN 28 1981
CLERK OF COURT
IN AND FOR THE COUNTY OF LAKE
COUNTY, FLORIDA