

Metropolitan JAWOR

RECORDED 03/23/2001 07:26 AM  
RICHARD ARE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK G Thompson

This Instrument prepared by  
and after recording returned to:  
Diane C. Wise  
Centex Homes  
385 Douglas Ave., Suite 1000  
Altamonte Springs, FL 32714

INSTR # 2001088394  
OR BK 10684 PG 1275

RECORDED 03/23/2001 07:26 AM  
RICHARD ARE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK G Thompson

SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF  
MONTREUX  
HILLSBOROUGH COUNTY, FLORIDA

THIS SUPPLEMENTAL DECLARATION is made this 21 day of March, 2001 by Centex Homes, a Nevada general partnership, hereinafter called "Declarant."

WHEREAS, Declarant is the owner of certain real property in Hillsborough County, Florida, described as Montreux - Phase III, as described on the map or plat thereof recorded at Plat Book 89, Pages 88-1 through 88-5, of the Public Records of Hillsborough County, Florida (the "Property"); and

WHEREAS, Declarant has previously recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements of Montreux, recorded March 9, 1999, at O.R. Book 9517, Page 318 of the Public Records of Hillsborough County, Florida, as amended and supplemented from time to time (the "Declaration"); and

WHEREAS, the Declaration provides, in Article VII, Section 5, for the annexation of additional lands to the property described in the Declaration by the filing of a supplemental declaration by Declarant; and

WHEREAS, Declarant intends to make the Property subject to the Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Declaration which is for the purpose of protecting the value and desirability of, and which shall run with title to, the Property and be binding on the Montreux Homeowners Association, Inc. and on all parties having any right, title or interest in or to the Property or any part thereof, their respective heirs, personal

representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the day and year first above written.

WITNESSES:

[Signature]

A. FERNANDEZ  
Print Name

[Signature]

Barbara C. Daly  
Print Name

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation

By: [Signature]  
Print Name: Michael J. Belmont  
Title: Division President  
of West Florida Division

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2001, by Michael J. Belmont, as Division President, West Florida Division, of Centex Real Estate Corporation, a Nevada corporation, as general partner of Centex Homes, a Nevada general partnership, on behalf of the general partnership. He/She is personally known to me.



Barbara C. Daly  
MY COMMISSION # CC922277 EXPIRES  
May 3, 2004  
BONDED FIDELITY AND SURETY INC.

[Signature]  
NOTARY PUBLIC  
Name: Barbara C. Daly  
Serial #: CC922277  
My Commission Expires: 5/3/04

*Metropolitan  
Title*

This instrument prepared by  
and after recording returned to:  
Diane C. Wise  
Centex Homes  
385 Douglas Ave., Suite 1000  
Altamonte Springs, FL 32714

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

**INSTR # 2001016610**  
**OR BK 10565 PG 0093**  
RECORDED 01/17/2001 02:17 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK D Ruprecht

**SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS OF  
MONTREUX  
HILLSBOROUGH COUNTY, FLORIDA**

THIS SUPPLEMENTAL DECLARATION is made this 12th day of January, 2001 by Centex Homes, a Nevada general partnership, hereinafter called "Declarant."

WHEREAS, Declarant is the owner of certain real property in Hillsborough County, Florida, described as Montreux - Phase II as described on the plat thereof recorded at Plat Book 88, Pages 60-1 through 60-4, of the Public Records of Hillsborough County, Florida (the "Property"); and

WHEREAS, Declarant has previously recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements of Montreux, recorded March 9, 1999, at O.R. Book 9517, Page 318 of the Public Records of Hillsborough County, Florida, as amended and supplemented from time to time (the "Declaration"); and

WHEREAS, the Declaration provides, in Article VII, Section 5, for the annexation of additional lands to the property described in the Declaration by the filing of a supplemental declaration by Declarant; and

WHEREAS, Declarant intends to make the Property, subject to the Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Declaration which is for the purpose of protecting the value and desirability of, and which shall run with title to, the Property and be binding on the Montreux Homeowners Association, Inc. and on all parties having any right, title or interest in or to the Property or any part thereof, their respective heirs, personal

representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the day and year first above written.

WITNESSES:

Barbara C. Daly

BARBARA C. DALY

Print Name

Natasha Troup

NATASHA TROUP

Print Name

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation

By: Michael J. Belmont

Print Name: Michael J. Belmont

Title: Division President

Of West Florida Division

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12th day of January, 2001, by Michael J. Belmont as Division President, West Florida Division, of Centex Real Estate Corporation, a Nevada corporation, as general partner of Centex Homes, a Nevada general partnership, on behalf of the general partnership. He/She is personally known to me.



Barbara C. Daly  
MY COMMISSION # CC922277 EXPIRES  
May 3, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

Barbara C. Daly  
NOTARY PUBLIC

Name: Barbara C. Daly

Serial #: CC922277

My Commission Expires : 5/3/04

Metropolitan Jewelers

9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

This instrument prepared by  
and after recording returned to:  
Diane C. Wise  
Centex Homes  
385 Douglas Ave., Suite 1000  
Altamonte Springs, FL 32714

**INSTR # 2001088394**  
**OR BK 10684 PG 1275**

RECORDED 03/23/2001 07:26 AM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK G Thompson

**SUPPLEMENTAL**  
**DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF**  
**MONTREUX**  
**HILLSBOROUGH COUNTY, FLORIDA**

**THIS SUPPLEMENTAL DECLARATION** is made this 21 day of March, 2001 by Centex Homes, a Nevada general partnership, hereinafter called "Declarant."

**WHEREAS**, Declarant is the owner of certain real property in Hillsborough County, Florida, described as Montreux - Phase III, as described on the map or plat thereof recorded at Plat Book 89, Pages 88-1 through 88-5, of the Public Records of Hillsborough County, Florida (the "**Property**"); and

**WHEREAS**, Declarant has previously recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements of Montreux, recorded March 9, 1999, at O.R. Book 9517, Page 318 of the Public Records of Hillsborough County, Florida, as amended and supplemented from time to time (the "**Declaration**"); and

**WHEREAS**, the Declaration provides, in Article VII, Section 5, for the annexation of additional lands to the property described in the Declaration by the filing of a supplemental declaration by Declarant; and

**WHEREAS**, Declarant intends to make the Property subject to the Declaration;

**NOW, THEREFORE**, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Declaration which is for the purpose of protecting the value and desirability of, and which shall run with title to, the Property and be binding on the Montreux Homeowners Association, Inc. and on all parties having any right, title or interest in or to the Property or any part thereof, their respective heirs, personal

representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the day and year first above written.

WITNESSES:

[Signature]

A. FERNANDEZ  
Print Name

[Signature]

Barbara C. Daly  
Print Name

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation

By: [Signature]  
Print Name: Michael J. Belmont  
Title: Division President  
of West Florida Division

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2001, by Michael J. Belmont, as Division President, West Florida Division, of Centex Real Estate Corporation, a Nevada corporation, as general partner of Centex Homes, a Nevada general partnership, on behalf of the general partnership. He/She is personally known to me.



Barbara C. Daly  
MY COMMISSION # CC922277 EXPIRES  
May 3, 2004  
BONDED THRU TROY FAIN INSURANCE INC.

[Signature]  
NOTARY PUBLIC  
Name: Barbara C. Daly  
Serial #: CC922277  
My Commission Expires: 5/3/04

This instrument prepared by  
and after recording returned to:  
Diane C. Wise  
Centex Homes  
385 Douglas Ave., Suite 1000  
Altamonte Springs, FL 32714

INSTR # 2002112074  
OR BK 11540 PG 0496  
RECORDED 04/04/2002 03:34 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK F Tecar

**SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF  
MONTREUX  
HILLSBOROUGH COUNTY, FLORIDA**

THIS SUPPLEMENTAL DECLARATION is made this 21<sup>st</sup> day of March, 2002 by Centex Homes, a Nevada general partnership, hereinafter called "Declarant."

WHEREAS, Declarant is the owner of certain real property in Hillsborough County, Florida, described as Montreux - Phase IV & V, less and except Tract "2" as described on the plat thereof recorded at Plat Book 92, Pages 23-1 through 23-8, of the Public Records of Hillsborough County, Florida (the "Property"); and

WHEREAS, Declarant has previously recorded that Declaration of Covenants, Conditions, Restrictions and Easements of Montreux, recorded March 9, 1999, at O.R. Book 9517, Page 318 both of the Public Records of Hillsborough County, Florida, as amended and supplemented from time to time (the "Declaration"); and

WHEREAS, the Declaration provides, in Article VII, Section 5, for the annexation of additional lands to the property described in the Declaration by the filing of a supplemental declaration by Declarant; and

WHEREAS, Declarant intends to make the Property subject to the Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Declaration which is for the purpose of protecting the value and desirability of, and which shall run with title to, the Property and be binding on

the Montreux Homeowners Association, Inc. and on all parties having any right, title or interest in or to the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the day and year first above written.

WITNESSES:

[Signature]

William L. BULLOCK  
Print Name

[Signature]

[Signature]  
Print Name

CENTEX HOMES, a Nevada general partnership

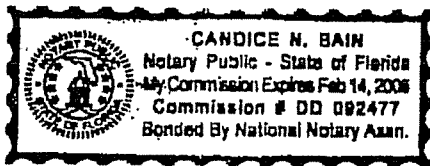
By: Centex Real Estate Corporation, a Nevada corporation

By: [Signature]  
Print Name: Michael J. Belmont  
Title: Division President  
of West Florida Division

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2002 by Michael J. Belmont as Division President, West Florida Division, of Centex Real Estate Corporation, a Nevada corporation, as general partner of Centex Homes, a Nevada general partnership, on behalf of the general partnership. He/She is personally known to me.



Candice N. Bain

NOTARY PUBLIC

Name: CANDICE N BAIN

Serial #: DD 092477

My Commission Expires: Feb. 14, 2006

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE INSTRUMENT ON FILE IN MY OFFICE. WITNESSED BY MY HAND AND OFFICIAL SEAL THIS 26 DAY OF MARCH, 2002.



[Signature]  
Clerk  
L.C.



This instrument prepared by  
and after recording returned to:  
Diane C. Wise  
Centex Homes  
385 Douglas Ave., Suite 1000  
Altamonte Springs, FL 32714

**INSTR # 2002371387**  
**OR BK 12054 PG 0067**  
RECORDED 10/29/2002 04:23 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK F Tecer

Reference: Hillsborough County: O.R. Book 9517, Page 0318  
O.R. Book 9394, Page 0008

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF MONTREUX  
HILLSBOROUGH COUNTY, FLORIDA**

October THIS SUPPLEMENTAL DECLARATION is made this 28th day of  
"Declarant."

WHEREAS, Declarant is the owner of certain real property in Hillsborough County,  
Florida, described as TRACT "2" of MONTREUX - PHASES IV & V, as described on the plat  
thereof recorded at Plat Book 92, Pages 83-1 through 83-8 (inclusive), of the Public Records of  
Hillsborough County, Florida (the "Plat") (the "Supplemental Property"); and

WHEREAS, Declarant has previously recorded that Declaration of Covenants,  
Conditions, Restrictions and Easements of Montreux, recorded March 9, 1999, at O.R. Book  
9517, Page 318 (the "Neighborhood DCCR's"), and the Master Declaration of Covenants,  
Conditions and Restrictions of Montreux and Stillwater, recorded December 21, 1998, at O.R.  
Book 9394, Page 0008 (the "Master DCCR's"), both of the Public Records of Hillsborough  
County, Florida, as amended and supplemented from time to time (collectively, the  
"Declaration"); and

WHEREAS, the Declaration provides, in Article VII, Section 5, and Article VI, Section  
9, respectively, for the annexation of additional lands to the property described in the Declaration  
by the filing of a supplemental declaration by Declarant; and

WHEREAS, the Supplemental Property is a portion of the property contained on the  
Plat;

*web*  
*Commerce*  
METROPOLITAN TITLE

WHEREAS, Declarant intends to submit the Supplemental Property to the terms of the Declaration and to amend provisions of the Declaration that affect the Supplemental Property; and

WHEREAS, Declarant, under the Declarations, desires to sell to James P. Gills, III, as custodian for James P. Gills, IV, under the Florida Uniform Transfers to Minors Act (the "Owner"), the Supplemental Property under that certain Sale and Purchase Agreement dated August 20, 2002.

NOW, THEREFORE, Owner does hereby consent to the submission of the Supplemental Property to the provisions of the Declaration and this Supplemental Declaration and does declare and agree on behalf of itself, its successors, assigns, and successors in title, that from and after the date of its consent, the Supplemental Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration and this Supplemental Declaration and shall be a part of the Montreux subdivision. Declarant hereby declares that the Supplemental Property shall be held, sold, and conveyed subject to the Declaration which is for the purpose of protecting the value and desirability of, and which shall run with title to, the Supplemental Property and be binding on the Montreux Homeowners Association, Inc. (the "Association"), and on all parties having any right, title or interest in or to the Supplemental Property or any part thereof, their respective heirs, personal representatives, successors, and assigns and shall inure to the benefit of each owner thereof.

**ARTICLE 1**  
Definitions

The definitions set forth in Article 1 of the Declarations are incorporated herein by reference.

**ARTICLE 2**  
Supplemental Property

The Supplemental Property is subjected to the terms of the Declaration.

**ARTICLE 3**  
Amendment to Supplemental Declaration

The Declaration may be unilaterally amended by the Declarant in accordance with Article VII, Section 4, of the Declaration. Declarant hereby amends the Declaration as to the Supplemental Property as follows:

1. Declarant covenants and agrees that the Supplemental Property shall be used by the Owner in accordance with the existing zoning and the Declaration.
2. Neither the Declarant nor the Association shall preclude the Owner from

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utilizing the Supplemental Property for low intensity agricultural purposes and as residential private equestrian only, as long as such activities do not violate the existing zoning regulations.

3. The Declarant and Owner acknowledge that, if the Supplemental Property is used for low intensity agricultural purposes and as residential private equestrian, it can only be used as such by the Owner

4. Pursuant to Section 720.308, Florida Statutes, the Supplemental Property, if used for low intensity agricultural or as residential private equestrian, shall not be assessed for annual or special assessments as it shall not receive any services from the Association.

5. None of the Supplemental Property, including the wetland conservation areas contained therein, shall be considered Common Area. The wetland conservation areas and water management areas shall be governed by the Declaration.

6. The Owner of the Supplemental Property does hereby waive its right to vote as a Member of the Association.

7. The Declarant and Owner acknowledge that the Supplemental Property contains wetland conservation areas and is subject to any and all permits governing the wetland conservation areas (collectively, the "Permit"). The Owner agrees to maintain the wetland conservation areas and to comply with the terms and conditions of the Permit. In the event, the Owner fails or neglects to maintain the wetland conservation areas in a manner consistent with the Declaration or the Association receives notice of a violation of the Permit, written notice of such violation shall be immediately given to the Owner ("Owner Notice"). Owner agrees to commence corrective action with respect to the issues raised in the Owner's Notice within ten (10) business days after Owner's receipt of Owner's Notice. Owner shall diligently pursue such action through completion.

In the event Owner fails to correct the issues raised in Owner's Notice in accordance with this paragraph, the Association or its invitees and or licensees shall have the right of egress and ingress upon, over, across, and through the Supplemental Property for the sole purpose of correcting the issues raised in Owner's Notice. Except in the event of an emergency, this easement is to only be exercised during normal business hours and with advance notice to Owner. Owner agrees to reimburse the Association for the costs incurred as a result of Association correcting the issues raised in Owner's Notice. Such costs shall be levied against the Supplemental Property as a Special Assessment as defined in and under the Declaration. Such Special Assessment shall be payable to the Association by the Owner, within ten (10) days after Owner's receipt of Association's request for payment. If Owner neglects to pay the Association, then the Association may record a lien against the Supplemental Property in accordance to the terms and provisions in and under the Declaration in order to perfect the Association's lien rights.

9. The Declarant agrees that this Supplement may not be amended without the prior approval of the Owner of Tract 2, which approval shall not be unreasonable withheld.

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10. Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant and Owner have caused this instrument to be executed on the day and year first above written.

WITNESSES:

*[Signature]*

Debra B. Thompson  
Print Name

*[Signature]*

Erika Blackwell  
Print Name

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation, as Managing General Partner

By: *[Signature]*  
MICHAEL J. BELMONT  
President of West Florida Division

*Declarant*

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

James P. Gills, III, for James P. Gills, IV, under the Florida Uniform Transfers to Minors Act

By: \_\_\_\_\_  
James P. Gills, III

*[Handwritten signature]*  
*see next page*

STATE OF FLORIDA

COUNTY OF Willsborough

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October 2002, by MICHAEL J. BELMONT, as Division President, West Florida Division, of Centex Real Estate Corporation, a Nevada corporation, as general partner of CENTEX HOMES, a Nevada general partnership, on behalf of the general partnership. He is personally known to me.

D. Thompson

NOTARY PUBLIC

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

Serial #: \_\_\_\_\_

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



D. Thompson  
Commission # DD 051799  
Expires Nov. 2, 2003  
Bonded thru  
Atlantic Bonding Co., Inc.

10. Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant and Owner have caused this instrument to be executed on the day and year first above written.

WITNESSES:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation, as Managing General Partner

By: \_\_\_\_\_

MICHAEL J. BELMONT  
President of West Florida Division

WITNESSES:

Marilyn J. Williams

MARILYN J. WILLIAMS  
Print Name

Diane Cruikshank

DIANE CRUIKSHANK  
Print Name

James P. Gills, III, for James P. Gills, IV, under the Florida Uniform Transfers to Minors Act

By: James P. Gills, III  
James P. Gills, III

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25 day of NOVEMBER, 2002, by **JAMES P. GILLS, III** for James P. Gills, IV, under the Florida Uniform Transfers to Minors Act who is personally known to me \_\_\_\_\_ or has produced \_\_\_\_\_ as identification.

*Marilyn J. Williams*

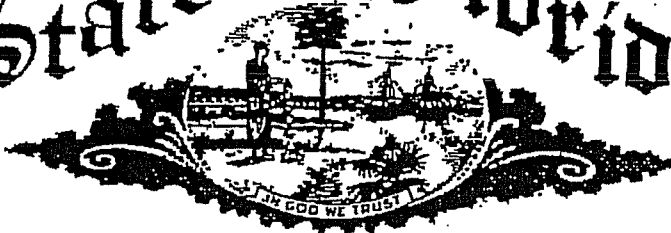
Print Name: \_\_\_\_\_  
Notary Public-State of Florida at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Notary Seal]



Marilyn J. Williams  
Commission # 00 894820  
Expires Jan. 25, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

# State of Florida



Department of State

EXHIBIT "B"

I certify the attached is a true and correct copy of the Articles of Incorporation of MONTREUX HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on February 1, 1999, as shown by the records of this office.

The document number of this corporation is N99000000697.

OR BK 09517 PG 0364

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Third day of February, 1999



CR2E022 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State



FILED STATE DIVISION OF CORPORATIONS SECRETARY OF STATE FEB 1 1999 12 PM '99

ARTICLES OF INCORPORATION

OF

MONTREUX HOMEOWNERS ASSOCIATION, INC.

A Florida Corporation Not For Profit

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

ARTICLE I

NAME

The name of this corporation is Montreux Homeowners Association, Inc., a Florida corporation not for profit, (hereinafter called the "Association" in these Articles.)

ARTICLE II

OFFICE AND REGISTERED AGENT

This Association's registered office is 325 South Boulevard Tampa, Florida 33606 Hillsborough County, Florida, and its registered agent is Judith L. James who maintains a business office at 325 South Boulevard, Tampa, Florida 33606. Both this Association's registered office and registered agent may be changed

from time to time by the Board of Directors as provided by law.

ARTICLE III

PURPOSE

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and other residence lots within that certain tract of property (hereinafter called the Property) in Hillsborough County, Florida and more particularly described as Montreux.

ARTICLE IV

POWERS

Without limitation this Association is empowered to:

- (a) Declaration. Exercise all rights, powers, privileges and perform all duties, of this Association set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the Declaration) applicable to the property and recorded or to be recorded in the Public Records of Hillsborough County, Florida and as the same may be amended from time to time as therein provided, said

Declaration being incorporated herein as if set forth in full;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs, specifically including the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances..

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder.

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this

Association's property; and contract for services, such as to provide for operation and maintenance of facilities.

(e) Borrowing. Borrow money and, with the approval of two-thirds of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(f) Dedications. With the approval of three-fourths of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as seventy-five percent (75%) of the members determine.

(g) Mergers. With the approval of two-thirds (2/3) of the members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes.

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, and Corporate Property consistent with the rights and duties established

by the Declaration and these Articles and governing Members' responsibilities.

(i) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted.

(j) Enforcement. To enforce by legal means the obligations of the members of the corporation; the provisions of the Declaration, and the provisions of a dedication or conveyance of the Corporate Property to the corporation with respect to the use and maintenance thereof; to sue and be sued.

#### ARTICLE V

#### MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot

that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by conveyance of title of a Lot.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership: Class A. Class A members shall be all Owners, with the exception of the Declarant (as defined in the Declaration), and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Class B. The Class B member shall be the Declarant, and

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

(a) when the total votes outstanding in the Class A  
membership equal the total votes outstanding in the Class B  
membership; or

(b) on the anniversary date five years from the date when  
the first Lot is conveyed to an individual purchaser.

#### ARTICLE VII

##### BOARD OF DIRECTORS

Section 1. This Association's affairs are managed by a  
Board of Directors initially composed of three Directors. The  
number of Directors from time to time may be changed by amendment  
to this Association's By-Laws, but at all times it must be an odd  
number of three or more but not to exceed five (5). The initial  
Directors named below shall serve until this Association's first  
annual meeting. The term of office for all Directors is one  
year. Before any such annual meeting, all vacancies occurring on  
the Board of Directors, if any, will be filled by majority vote  
of the remaining Directors, even if less than a quorum. Any

Director may succeed himself or herself in office. All Directors will be elected by ballot. Each member may cast as many votes for each vacancy as such member has; and the person receiving the largest number of votes cast for each vacancy is elected.

Cumulative voting is not permitted. Directors need not be Association members.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

Name: Sara Hendrickson

Richard Fadil

Nancy Reynolds

Address: 5110 Eisenhower Blvd.

Suite 250

Tampa, Florida 33634

#### ARTICLE VIII

#### INCORPORATOR

The name and residence of the incorporator is:

NAME: Judith L. James

ADDRESS: 325 South Boulevard

Tampa, Florida 33606



ARTICLE IX

DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however may any assets inure to the benefit of any member or other private individual.

ARTICLE X

DURATION

This Association exists perpetually.

ARTICLE XI

BY-LAWS

This Association's By-Laws initially will be adopted by the

Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded with the approval of a majority of each class of members, except as to those provisions for Amendment to the By Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

ARTICLE XII

AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of fifty (50%) of the entire membership, except as to those provisions for Amendment to the By Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

ARTICLE XIII

INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles.

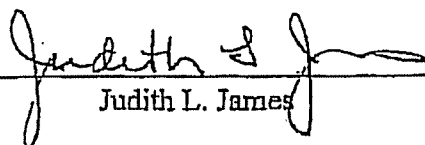
By subscribing and filing these Articles, the incorporators intend its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XIV

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 31 day of December, 1998.


  
\_\_\_\_\_  
Judith L. James

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

Montreux Homeowners Association, Inc., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office, as indicated in its Articles of Incorporation, at 325 South Boulevard Tampa, Florida 33606, County of Hillsborough, State of Florida, has named Judith L. James, whose business offices is 325 South Boulevard, Tampa Florida 33606, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, relative to the proper and complete performance of my duties.

  
JUDITH L. JAMES

Date: 12-31-98

99 FEB -1 PM 6:12  
DIVISION OF STATE REGISTRATIONS

# MONTREUX

## By-Laws

EXHIBIT "C"

BY-LAWS

OF

MONTREUX HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

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NAME AND LOCATION.

The name of the corporation is Montreux Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 5110 Eisenhower Boulevard, Suite 250, Tampa, Florida 33634, or at such other place as is designated by the Board of Directors, but meetings of members and directors may be held at such places within Hillsborough County, Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions as set out in the Declaration of Covenants, Conditions and Restrictions of Montreux (Declaration) are hereby incorporated by reference.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular

annual meeting of the members shall be held during the last quarter of the year, as established by the Board of Directors.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of limited or general proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or

represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, Articles of Incorporation or Declaration, decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which is was given. A proxy is revocable at any time at the pleasure of the homeowner who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any matter that requires or permits a votes of the homeowners.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by an initial board of three (3) directors, consisting of



Sara Hendrickson, Richard Fadil and Nancy Reynolds. Thereafter the Board of Directors shall consist of a least three (3) members.

Section 2. Term of Office. The term of office for all directors is one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a

member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Use of Proxy. For election of members of the Board of Directors, homeowners shall vote in person at a meeting of the homeowners or by a proxy ballot that the homeowner personally casts under procedures established by the Board of Directors.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Meetings. Meetings of the Board of Directors shall be on a regular basis at such place and hour as may be fixed from time to time by Resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director. Said notice may be waived prior to such meeting by unanimous consent of the Board.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all the members of the Board of Directors; such consent shall be placed in the minute

book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 5. Notice to Members. Meetings of the Board of Directors shall be open to all members, and notices of meetings shall be posed in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Association, by and through its Board of Directors, shall have power to:

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

(b) suspend the voting rights and right to use of the Common Areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the

Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

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

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

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, at least ten (10) days prior to the annual meeting or

special meeting;

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

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

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

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

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(4) collect at first closing on the Lot the balance of the assessment owing for the remaining portion of the year.

(d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board for the issuance of these certificates. If

a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) establish prior to the beginning of the fiscal year and prior to setting the assessments for the coming year, an annual budget for the Association, including maintenance of common areas, and establish reserve accounts for replacement of those parts of the common elements which have a limited useful life span.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of

Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and



treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings

of the Board and of the members; keep appropriate current records showing members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if requested by the Board of Directors; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. All checks shall require the signatures of two officers.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of

Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by members, or their authorized representatives, and Board Members at reasonable times. Subsequent to transfer of control of the Association to owners other than the declarant, the Association shall retain these minutes for at least 7 years.

Section 3. Subsequent to transfer of control of the Association to owners other than the declarant, the Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- a. A copy of the plans, permits, and warranties for the

improvements to the Common Area, but not including the construction drawings of the individual homes and lots.

b. A copy of the By-Laws of the homeowner's association and of each amendment to the By-Laws.

c. A certified copy of the Articles of Incorporation of the homeowner's association, or other documents creating the homeowner's association, and of each amendment thereto.

d. A copy of the current rules of the homeowner's association.

e. A book or books that contain the minutes of all meetings of the homeowner's association, of the Board of Directors and of members, which minutes shall be retained for a period of not less than 7 years.

f. A current roster of all members and their mailing addresses, parcel identifications, and, if known telephone numbers.

g. All current insurance policies of the homeowner's association or a copy thereof.

h. A current copy of any management agreement, lease, or other contract to which the homeowner's association is a party for under the homeowner's association or the parcel owners have an obligation or responsibility.

i. Accounting records for the homeowners' association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall be open to inspection by members or their authorized representatives at reasonable times. The failure of the homeowners' association to permit inspection of its accounting records by member or their authorized representatives, entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.
2. A current account and a periodic statement of the account for each member of the homeowners' association, designating the name of the member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
3. All audits, reviews, accounting statements, and

financial reports of the homeowners' association.

4. All contracts for work to be performed. Bids for work to be performed shall also be considered official

records and shall be maintained for a period of 1 year.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration each member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowable by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Montreux Homeowners Association, Inc. and within the center the word "Florida".

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV

RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE

All common areas serving any homeowner's association shall be available to members and their invited guests for the use intended for such common areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and regulations pertaining to the use of such common areas. No entity or entities shall unreasonably restrict any member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.



Montreux Homeowners Association, Inc.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Montreux Homeowners Association, Inc., a Florida corporation not-for-profit, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted by written consent of the Board of Directors thereof, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 1991.

IN WITNESS WHEREOF, we, being all of the directors of the Montreux Homeowners Association, Inc. have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

Judith L. James  
Assistant Sec'y - Judith L. James

Ronald G. Lewis  
Director - Ronald G. Lewis

R. Fadil  
Director - Richard Fadil

Nancy M. Reynolds  
Director - Nancy Reynolds