

Prepared by and after recording return to:
H. Web Melton, III, Esquire
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601-3913

**NOTICE OF PRESERVATION OF THE
DEED RESTRICTIONS
FOR TANGERINE TRAILS**

Pursuant to Chapter 712, *Florida Statutes*, the Marketable Record Title Act ("MRTA"), the undersigned records this Notice of Preservation of the Deed Restrictions ("Notice") to preserve and protect the Deed Restrictions identified herein from extinguishment by operation of MRTA.

1. Name and Description of Homeowners Association. This Notice is filed by Tangerine Trails Homeowners Association, Inc., a Florida not for profit corporation (the "Association"), charged with the enforcement of the rights, obligations and duties set forth in the Deed Restrictions of Tangerine Trails Unit 2 as recorded in Official Records Book 2724 at Page 1940 *et seq.* of the public records of Polk County, Florida; and Deed Restrictions of Tangerine Trails Unit 3 as recorded in Official Records Book 2984 at Page 1851 *et seq.* of the public records of Polk County, Florida, with a post office address of: Tangerine Trails Homeowners Association, Inc., c/o AIA Property Management Service, 1621 E Edgewood Drive, Suite F, Lakeland, FL 33803

2. Statement of Marketable Title Action. The required affidavit pursuant to Fla. Stat. §712.06(1)(b) of a member of the Board of Directors of the Association (the "Board") affirming that the Board did provide the required notice to the members of the Association as required under the provisions of MRTA is attached hereto as **Exhibit A**.

3. Description of Affected Land A full and complete description of the lands affected by this Notice is:

TANGERINE TRAILS UNIT 2, as recorded in Plat Book 87, Page 39 of the public records of Polk County, Florida.

Lots 74 through 184, inclusive, TANGERINE TRAILS, UNIT 3 according to the plat thereof recorded in Plat Book 92, Page 12, public records of Polk County, Florida.

4. Applicable Covenants and Restrictions Preserved, Including All Amendments. This Notice preserves the Deed Restrictions of Tangerine Trails Unit 2 as recorded in Official Records Book 2724 at Page 1940 *et seq.* of the public records of Polk County, Florida; and Deed Restrictions of Tangerine Trails Unit 3 as recorded in Official Records Book 2984 at Page 1851 *et seq.* of the public

records of Polk County, Florida, as both may be amended from time to time and attached hereto as composite **Exhibit B**. This preservation action shall include and extend to all amendments of said deed restrictions.

5. **Bylaws and Articles of Incorporation.** The Bylaws of Tangerine Trails Homeowners Association, Inc., were previously recorded in Official Record Book 10010 at Page 1009 *et seq.* of the public records of Polk County, Florida. Attached hereto as **Exhibit C** is a true and accurate copy of the Articles of Incorporation of Tangerine Trails Homeowners Association, Inc., as amended.

19th This Notice of Preservation of the Deed Restrictions for Tangerine Trails is executed this day of APRIL 2018 by the undersigned.

Witnesseth:

Tangerine Trails Homeowners Association, Inc.

[Signature]
Print: STEVEN C MARTIN

By: [Signature]
Aprel Woods
Its President

[Signature]
Print: EVA OLSON

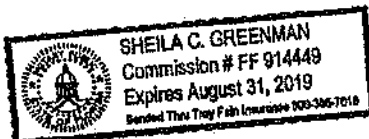
Attest: [Signature]
Kelli Forman
Its Secretary

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 19th day of APRIL, 2018, by Aprel Woods, President, and Kelli Forman, Secretary, of Tangerine Trails Homeowners Association, Inc., who ☒ are personally known to me or ☐ produced a _____ and _____, Drivers License as identification, who executed the foregoing instrument and acknowledge the execution thereof to be their free act and indeed as such officers for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 19th day of APRIL, 2018.

(SEAL)



[Signature]
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: August 31, 2019
SHEILA C. GREENMAN
(Print, Type or Stamp Name)
My Commission Expires:

66Q7168.DOC

EXHIBIT A
AFFIDAVIT OF BOARD OF DIRECTORS

BEFORE ME the undersigned authority, personally appeared and the undersigned, who after being duly sworn, deposes and says:

That I am a member, as well as the President, of the Board of Directors (the "Board") for Tangerine Trails Homeowners Association, Inc. a Florida not for profit corporation (the "Association"), and that the Board did cause a statement of marketable title action in substantially the form required by §712.06(1)(b), *Florida Statutes*, to be mailed or hand delivered in accordance with §712.05(1), *Florida Statutes*, to the members of the Association in connection with that certain Notice of Preservation of Deed Restrictions For Tangerine Trails ("Notice") affecting the lands described in Section 3 of said Notice, such lands being commonly known as Tangerine Trails.

I further attest that at a meeting of the Board of Directors held in accordance with the requirements of Chapter 712, *Florida Statutes*, that at least two-thirds of the members of the Board approved preserving and protecting the Deed Restrictions of Tangerine Trails Unit 2 as recorded in Official Records Book 2724 at Page 1940 *et seq.* of the public records of Polk County, Florida; and Deed Restrictions of Tangerine Trails Unit 3 as recorded in Official Records Book 2984 at Page 1851 *et seq.* of the public records of Polk County, Florida, and all amendments to both thereto from extinguishment by operation of Chapter 712, *Florida Statutes*.

This affidavit is given in fulfillment of the requirements of §712.06(1)(b), *Florida Statutes*, and in furtherance of preserving and protecting the Deed Restrictions of Tangerine Trails Unit 2 as recorded in Official Records Book 2724 at Page 1940 *et seq.* of the public records of Polk County, Florida; and Deed Restrictions of Tangerine Trails Unit 3 as recorded in Official Records Book 2984 at Page 1851 *et seq.* of the public records of Polk County, Florida, and all amendments to both thereto from extinguishment by operation of Chapter 712, *Florida Statutes*.

WITNESSES:

(Print Name: STEVEN C. MARTIN)

(Print Name: EVA DOOHAN)

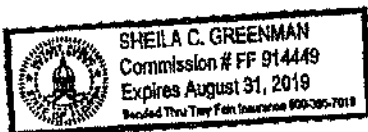
AFFIANT:

April Woods
April Woods, President

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 19th day of APRIL, 2018 by April Woods, President of _____ who ☒ is personally known to me or ☐ produced a _____ Drivers License as identification.

(NOTARY SEAL)



Sheila C. Greenman
Notary Signature

SHEILA C. GREENMAN
(Type, Stamp or Print Name)

NOTARY PUBLIC

State of Florida at Large

My commission expires:

2076782.1

DEED RESTRICTIONS
Tangerine Trails

POLK OFF. REC. PAGE

Unit 2

STATE OF FLORIDA

COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS: That whereas we the undersigned are the owners of property located in Polk County, Florida, and more particularly described as follows:

Tangerine Trails Unit 2, as recorded in Plat Book 87, Page 39, of the Public Records of Polk County, Florida.

THEREFORE, THESE PRESENTS WITNESSETH: For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Tangerine Trails. That the parties to this agreement, for and in consideration of the mutual covenants herein contained, and the further consideration of One Dollar in Hand paid by each party to the other, receipt whereof is hereby acknowledged, and for other good and valuable considerations, do herein and hereby covenant and agree one with the other, for ourselves, our heirs, successors, assigns, and legal representatives, that as to said property above-described, the following restrictions are hereby placed upon our respective holdings as come within the boundaries above-described:

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All utilities will be underground.

RESIDENTIAL PURPOSE AND STORAGE BUILDINGS: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage for not more than two cars. Small yard storage buildings will be permitted up to one hundred (100) square feet and shall be placed only at the rear of the residence. Setback requirements of Polk County zoning laws shall be followed.

SQUARE FOOTAGE REQUIREMENT: No dwelling shall be permitted on any lot that does not have a living area exclusive of one-story open porches and garages of not less than nine hundred (900) square feet for a two story house or twelve hundred seventy-five (1275) feet for a one story house. Setback, rear and side clearances shall be according to code. All residences shall have a minimum of one (1) car garage attached. Garage shall be fully enclosed. No dwelling may consist of more than two (2) stories in height. This limitation shall not be construed to prohibit a tri-level residence.

MINIMUM LOT: No lot shall be reduced to size by any method whatsoever, except by the Developer. Lots may be enlarged by consolidation with one of more lots under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single unit. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded plat, except by the Developer herein.

PLAN APPROVAL: For the purpose of further assuring development of the lands in the subdivision as a residential community of high standards, quality and beauty, the architectural plans and locations upon the respective lot of every residence, as well as additions to any residence, including but not limited to swimming pools and patios, whether the same

Page 1 of 6

Griggs Enterprises, Inc.
P-850 E. Lake Ebert Drive, N.E.
Winter Haven, FL 33881



Stacy M. Butterfield POLK

CFN# 2018088459 OR BK 10465 PG 637 Pgs 0634-0689 04/26/2018 08:17:12 AM

are attached to the residence or separated therefrom, or substantial alterations of the exterior appearances of completed residences, to be constructed, erected, made or otherwise done within said subdivision, must be approved in advance, in writing by the Developer, its duly authorized agent or assigns.

MATERIAL - CONSTRUCTION: Any residences may be constructed of wood, brick, stucco, or concrete block or a combination of these materials. Any residence which is constructed with concrete block shall be stuccoed on all four sides. Painted concrete block is not acceptable.

GARAGES - CARPORTS: No garages shall be erected prior to the construction of any residence and any detached garage shall be built of the same materials and be of the same design as the residence. Garages must be enclosed and carports will not be permitted.

VIOLATIONS: Where the building or other structure has been erected, or its construction substantially advanced, and the building is located on any lot or building plot in a manner as to constitute a violation or violations of these covenants and restrictions, the Developer shall have the right at any time to release the lot or building plot, or portions of it, from any part of the covenants and restrictions as are violated. However, the Developer shall not give any such releases except with respect to a violation that it determines to be minor.

TEMPORARY BUILDINGS: Trailers, tents, shacks, barns or other temporary buildings of any design whatsoever are expressly prohibited within this subdivision and no temporary residence shall be permitted in unfinished residential buildings. No accumulation of building or other materials or machinery of any kind not customarily found on a residential lot shall be permitted within this subdivision. This shall not prohibit, however, the accumulation of materials which shall be used in the construction of a residence. Temporary buildings may be used by contractor and developer during construction, which shall be removed from the premises upon the completion of said construction.

SETBACK: No residence shall be constructed closer to the front lot lines than thirty-three (33) feet nor further than forty-two (42) feet.

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

ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

DUMPING: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

FENCES: No fence, with the exception of chain link, post and rail or other "see-thru" fences, or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. The balance of the lot may be fenced or hedged, not exceeding six (6) feet in height.

FRONT YARD RESTRICTIONS: T.V. dishes, storage sheds, and swimming pools, shall be installed only in the rear yard and behind a line across the lot at the farther most wall of the dwelling from the street.

LOT MAINTENANCE: Except during the period of reconstruction or improvements upon a lot, each owner shall be responsible for the care and maintenance thereof and shall keep the same clean and neat. The grass, shrubbery and vegetation shall be regularly mowed and trimmed. For the purposes of creating and maintaining an area which contains attractive, interesting and distinctive home sites, and to eliminate unsightly conditions in said subdivision, and to avoid fire and health hazards therein, the Developer or the association may, upon the lot owner failing to maintain said lot as above provided, lawfully enter upon any lot in said subdivision, and platted of record, in order to cut, clean and remove from said lot, grasses, weeds, debris and dump trash or refuse, not therefore kept properly cut, cleaned and removed by the then owner or owners thereof, and charge the cost thereof to the then owner or owners of such lot. All construction on each lot shall be new construction and no used buildings or structures shall be moved onto any lot. Any prefabricated or modular single-family residences must be specifically approved in writing by the Developer.

CONSTRUCTION TIME LIMIT: When the construction of any building is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued and there is no substantial progress toward completion for a six (6) month period, the Developer, its successors or assigns shall have the right to notify the owner of record of the premises of its intention to invade the premises and take such steps as might be required to correct an undesirable appearance; the reason for such correction shall be solely in the discretion of the Developer, and may include but not be limited to aesthetic grounds. The owner of the property shall be liable for all costs incurred in such action and the total costs thereof will be a lien on the property herein conveyed.

RV'S, BOATS, ETC.: Recreation vehicles, trailers, boats, and boats on trailers, may not be parked on the lot closer to the street than a line across the lot at the front most wall of the dwelling from the street. Any such vehicle that remains unlicensed for a period of thirty (30) days will be considered to be junk and must be removed.

MECHANIC WORK: Minor mechanic work may be done on the premises. However, any car or other vehicle left on jacks or blocks for more than thirty (30) days shall be considered to be junk and must be removed.

SOD AND SEED: Front and side yards shall be sodded with an appropriate grass and rear yard may be sodded or seeded prior to occupation of the house thereof. "Front yard" shall include the area between the house and the blacktop road. No gravel lawns shall be permitted. Each building site shall be attractively landscaped, which shall include planting and maintaining no less than two (2) shade trees, one in front and one in rear yard. Caliper shall not be less than one (1) inch when planted initially.

BREACH: In the event of a violation or breach of any of these restrictions, the Developer, or its successors or assigns shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, or condition contained herein, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation of any of these restrictions by judgment or court order shall in no way effect any of the other restrictions herein imposed.

ENFORCEMENT: Each owner, by accepting a fee simple interest in any lot in said subdivision, does hereby and thereby agree to be bound by all the conditions, limitations, reservations, and restrictions as contained herein and in the event the owner of any lot shall breach any of the conditions, limitations, reservations and restrictions herein contained, said owner agrees to pay all costs, including a reasonable attorney's fee for the enforcement of said conditions, limitations, reservations and restrictions.

CHANGES: The Developer, its successors or assigns, may change, amend, or modify any of these restrictions that are not in conflict of owners of seventy (70%) percent of the lots in said subdivision. The Developer may waive the requirements of these restrictions in the event any situation places an undue hardship upon the individual or owner individual.

30 YEAR - BINDING: These restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these restrictions are recorded, after which said restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots (each lot being considered as one owner) has been recorded, agreeing to change said restrictions in whole or in part.

The enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the provisions of the Notice of Restrictions, either to restrain violations or to recover damages, and may be brought by the Developer, its successors, or by the owner of any of the property covered by these restrictions.

HOMEOWNERS ASSOCIATION: Each lot owner shall automatically become a member of the Tangerine Trails Homeowner's Association upon acquiring a fee simple interest in any lot. The membership shall be appurtenant to and may not be separated from ownership of any lot. Pursuant to provisions of the Articles of Incorporation of the Tangerine Trails Homeowner's Association, the membership of the Association may be expanded by the Developer to include owners of lots in subsequent units of the proposed development. The Tangerine Trails Homeowner's Association is a Florida corporation not for profit. The Tangerine Trails Homeowner's Association (hereinafter referred to as the Association) shall have two classes of voting membership as follows:

(a) Class A: Class A members shall be all owners of property within the development with the exception of the Developer and shall be entitled to one (1) 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 among themselves determine and evidenced by a certificate signed by all the record lot owners designating which member shall be entitled to vote for said lot. In the event such certificate is not on file with the Association, no vote for such lot shall be cast. In no event shall more than one (1) vote be cast with respect to any lot.

(b) Class B: The Class B member shall be the Developer and said member shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership upon the happening of either of the following events, whichever later occurs:

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

(b-2) When 50% of lots in subdivision are sold.

The plat of Tangerine Trails according to the map or plat thereof recorded in Plat Book 87, Page 39, of the public records of Polk County, Florida, indicates certain "common properties" for storm water retention ponds and management.

In order to assure that these areas are maintained in such a manner so as to prevent the facilities and landscaping located thereon from falling into a state of disrepair, the Association is to be charged with the maintenance of said areas. The maintenance shall include, but not be limited to mowing, fertilizing and spraying of landscaping, and maintenance of any storm water management structures. It is recognized that the Association, in order to implement the above, will employ servants, contractors or agents to perform the necessary work and maintenance. The owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (1) Annual Assessments, and
- (2) Special Assessments,

such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The assessments levied by the Association shall be exclusively for the improvement and maintenance of the properties as herein provided.

The initial annual assessment shall be \$25.00 and shall be due in advance on January 1, 1990, for all existing lot owners other than Developer. This assessment may be changed by a two-thirds majority of the total of both classes of membership. The annual assessments provided for herein shall commence as to all lots on the conveyance of the individual lots from the developer to the purchaser. The amount of the assessment shall be prorated for the number of days the lot is owned by someone other than the Developer. The initial assessment shall not change until the Association is established and votes to do so.

Special assessments in addition to the annual assessment shall be assessed only upon a two-thirds majority of the total of both classes of members. All assessments shall be fixed at a uniform rate for all lots and shall be collected on an annual basis.

Notice of all annual and special assessments shall be sent to every owner subject thereto. The board of directors shall be responsible for sending this notice and for sending notice of all meetings of the association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose a lien against the property, the assessments being hereby declared to be a lien upon each and every lot when unpaid.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from the lien thereof except when title is acquired by mortgage in foreclosure or any proceeding in lieu thereof.

The term "common properties" as used herein shall designate the areas legally described above and set aside for recreation and storm water management and are for the benefit, protection, and use of owners of lots in Tangerine Trails. Title to the property shall be vested in the Tangerine Trails Homeowner's Association. The term "lots" as used herein shall indicate the lots subject to private ownership as designated in the plat of Tangerine Trails. The assessments are for the purpose of enabling the Association to adequately maintain the aesthetic and landscaping areas for the benefit of the owners in Tangerine Trails.

Notwithstanding anything contained herein to the contrary, until the legal establishment and organization of Tangerine Trails Homeowner's Association, as a Florida corporation not for profit, the Developer, Griggs Enterprises Incorporated, shall perform and shall be charged with the duties and responsibilities herein delegated to the Tangerine Trails Homeowners' Association, including, without limitation, maintenance of the "common properties" and the power to assess lot owner's annual assessment for the cost of said maintenance of common areas and landscaping areas; in addition, each lot owner, by the acceptance of a deed of conveyance from the developer, agrees that prior to the legal incorporation, and establishment of Tangerine Trails Homeowners' Association, the developer may make the assessments provided for in these declarations, and each lot

owner hereby agrees to pay said assessment on or before the due date as specified hereinabove in accordance with these Declarations; after the legal incorporation and establishment of Tangerine Trails Homeowners' Association, all duties and responsibilities assigned to said Tangerine Trails Homeowners' Association shall from that date forward be performed by said association; provided, however that Tangerine Trails Homeowners' Association shall be legally incorporated and established prior to January 1, 1990.

Prior to the establishment of Tangerine Trails Homeowners' Association, the Developer will accept and will be entitled to all assessment monies, but will be responsible for all maintenance costs which exceed the amounts of assessments received.

The Developer, in their sole discretion, has the right to amend these subdivision restrictions at any time prior to establishment of the Association by recording a copy of the amendment on the public records of Polk County, Florida, said amendment to be signed only by the Developer.

Subsequent to the establishment of the Association, these subdivision restrictions may be amended by the approval of the Association and the consent of two-thirds of the lot owners. This approval shall be recorded on the public records of Polk County, Florida, together with the consents of two-thirds of the lot owners.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of MARCH, A.D., 1987.

Ramon E. Griggs
Ramon E. Griggs

Eileen C. Griggs
Eileen C. Griggs

STATE OF FLORIDA

COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared: Ramon E. Griggs, President, and Eileen C. Griggs, Senior Treasury of Griggs Enterprises, Inc., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County of Polk, Florida, last aforesaid this 20th day of MARCH, 1987.

Deborah A. Murphy
Notary Public

Notary Public, State of Florida

My commission expires: the Commission Expires Feb. 22, 1991

FILED, RECORDED AND
RECORD VERIFIED
E.D. "Bud" BROWN, CL. Co. CL.
POLK COUNTY, FLA.
BY JB D.C.

10/23/89

LEF 2:5 25.00
SEP 19:1 3.50
2316 3
2402528.50
41174

Prepared By: Tom Burrows
STUART TITLE OF POLK COUNTY, INC.
1624 South Florida Avenue, Suite 1
Lakeland, Florida 33803
Our File No. 91080018

Return To
Stuart Title of Polk County, Inc.
1624 S. Fla. Ave. Suite 1
Lakeland, Fla. 33803
CPB

VARIANCE AS TO RESTRICTIONS

WHEREAS, GRIGGS ENTERPRISES, INC., are owners and developers of certain property located in Section 15, Township 27 South, Range 23 East, described in Lot 63; TANGELINE TRAILS UNIT NO. 2, according to the plat thereof recorded in Plat Book 87, page 39, public records of Polk County, Florida; and

WHEREAS, the said owners recorded Deed Restrictions in Official Record Book 3724, page 1940, public records of Polk County, Florida, as to the above-described property; and

WHEREAS, said restrictions provided that the developer, in their sole discretion, has the right to amend the restrictions at any time prior to establishment of the Association by recording a copy of the amendment on the public records of Polk County, Florida, said amendment to be signed only by the developer,

WHEREAS, the developer in their discretion have determined that it would create a hardship to enforce the 33-foot front yard setback on the westerly side of Lot 63.

NOW, THEREFORE, the developer does hereby grant the following variance with reference to the said Lot 63:

That the front yard setback on the westerly side of said Lot 63 shall be 29 feet rather than 33 feet so that notwithstanding paragraph "SETBACK" of the said Deed Restrictions, a structure may be placed within 29 feet of the westerly side of the said Lot 63.

IN WITNESS WHEREOF, the Officer has hereunto set his hand and seal this 13th day of September, 1991.

Signed, sealed and delivered
in the presence of:

Nancy L. Piller
Witness Signature
Nancy L. Piller
Printed Name of Witness

Stacy M. Holt
Witness Signature
Stacy M. Holt
Printed Name of Witness

GRIGGS ENTERPRISES, INC.

By: *Jeffrey R. Griggs*
Jeffrey R. Griggs, Asst. Vice Pres.

(Corp Seal)

FILED DI
1.00 DI
S.00 TL

RECORDED
9/13/91

STATE OF FLORIDA; COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JEFFREY R. GRIGGS, well known to be the Assistant Vice President of GRIGGS ENTERPRISES, INC., a corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. WITNESS my hand and official seal in the County and State last aforesaid this 13th day of September, 1991.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 26, 1993

Nancy L. Piller
Notary Signature
Nancy L. Piller
Printed Notary Name

FILED, RECORDED, AND
RECORD VERIFIED
E.D. "BOD" DEION, CLERK OF
POLK COUNTY, FLA.
BY *A. G.*

AMENDMENT TO DEED RESTRICTIONS
FOR
TANGERINE TRAILS UNIT 2

The following amendment to the deed restrictions of Tangerine Trails Unit 2 recorded in O.R. Book 2724, Page 1940, of the public records of Polk County, Florida were duly adopted by the homeowners on January 1, 2003 to wit:

RESIDENTIAL PURPOSE AND STORAGE BUILDINGS: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage for not more than two cars. Small yard storage buildings will be permitted up to one-hundred forty-four (144) square feet and shall be placed only at the rear of the residence. Setback requirements of Polk County Zoning Laws shall be followed.

The annual assessment shall be \$50.00 and shall be done in advance on January 1, 1989, for all existing lot owners other than Developer. This assessment may be changed by a two-thirds majority of the total of both classes of membership. The annual assessments provided for herein shall commence as to all lots on the conveyance of the individual lots from the developer to the purchaser. The amount of the assessment shall be prorated for the number of days the lot is owned by someone other than the Developer. The initial assessment shall not change until the Association is established and votes to do so.

EXECUTED this 16th day of July, 2003:

Witnessed by:

Kelly A. Oliver
Print Kelly A. Oliver
E. Snow Martin, Jr.
Print E. Snow Martin, Jr.

TANGERINE TRAILS HOMEOWNERS
ASSOCIATION, INC.

Donald Segree
Donald Segree, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of July, 2003 by Donald Segree, as President of Tangerine Trails Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me.

Kelly A. Oliver
Notary Public



Kelly A. Oliver
MY COMMISSION # 0002235 EXPIRES
May 21, 2005
BOARD OF TRUSTEES FOR POLK COUNTY, FLORIDA

Prepared by and return to:
E. Snow Martin, Jr.
Martin & Martin, P.A.
200 Lake Morton Drive
Lakeland, Florida 33802

RECORDED 07/23/2003 10:42:24 AM
RICHARD H. WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 6.00
RECORDED BY f Tierney

Tangorino Trails Homeowners Association

P.O. Box 1044

Kathleen, Florida 33849

**AMENDMENT TO THE DEED RESTRICTIONS FOR
TANGERINE TRAILS: UNIT 2**

The following amendment to the Deed Restrictions of the Tangerine Trails Homeowners Association Unit 2, recorded in Official Records Book 2724, Page 1940 of the public records of Polk County, Florida were duly adopted by the homeowners on April 9, 2005 to wit:

The annual assessment shall be \$100.00 and shall be done in advance of January 1, 2006, for all existing lot owners. This assessment may be changed by a two-thirds majority or Florida State Statute, whichever provides a lesser requirement of the total membership. The annual assessment provided herein shall commence as to each and all platted lots within Units 2 and 3, together which comprise the Tangerine Trails Homeowners Association.

Executed this 24 day of July, 2006.

Witnessed by:

Mercedes Rodriguez
Mercedes Rodriguez
(Print Name)

TANGERINE TRAILS HOMEOWNERS ASSOCIATION, Inc.

日

Donald L. Majors, President

FD-02

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24 day of July, 2006 by Donald L. Majors, as President of Tangerine Trails Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.

Identification presented:

FBI M262192 351280
(Florida Driver's License)

Mercedes Rodriguez
(Notary Public)



RECORDED 07/25/2006 01:48:23 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 10.00
RECORDED BY J Harrison

2
Tangerine Trails Homeowners Association
P.O. Box 1044
Kathleen, Florida 33849

RECORDED 10/10/2006 02:28:44 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 10.00
RECORDED BY E Costa

**AMENDMENT (# 4) TO THE DEED RESTRICTIONS FOR
TANGERINE TRAILS: UNIT 2**

The following amendment to the Deed Restrictions of the Tangerine Trails Homeowners Association Unit 2, recorded in Official Records Book 2724, Page 1940 of the public records of Polk County, Florida were duly adopted by the homeowners on October 3, 2006, to wit:

Page 4: CHANGES: "The Developer, its successors or assigns may change, amend, or modify any of these restrictions that are not in conflict of owners of thirty (30%) percent of the lots in said subdivision."

Page 5: HOMEOWNERS ASSOCIATION (continuation):

~~"The initial annual assessment shall be \$25.00 and shall be due in advance on January 1, 1990, for all existing lot owners other than the Developer. This assessment may be changed by a majority vote of thirty (30%) percent of the total membership." (This paragraph also amends the vote requirements as stated in Amendment #2 (adopted January 1, 2003) and Amendment #3 (adopted April 9, 2005).~~

"Special assessments in addition to the annual assessment shall be assessed only upon a majority vote of thirty (30%) percent of the total members. All assessments shall be fixed at a uniform rate for all lots and shall be collected on an annual basis."

Executed this 3 day of October, 2006.

Witnessed by:

Tom Pollock
Thomas Pollock
(Print Name)

TANGERINE TRAILS HOMEOWNERS ASSOCIATION, Inc.

By

Donald L. Majors
Donald L. Majors, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3 day of October, 2006 by Donald L. Majors, as President of Tangerine Trails Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.

Identification presented:

M 262192351290
(Florida Driver's License)

Tom Pollock
(Notary Public)

NOTARY PUBLIC-STATE OF FLORIDA
Thomas Pollock
Commission # DD564046
Expires 11/11/14 2014

RETURN TO:
JOHN P. COLLINS, JR., ESQUIRE
59 LAKE MORTON DR.
LAKELAND, FLORIDA 33801

RECORDED 03/27/2008 08:26:10 AM
RICHARD M. WEISS, CLERK OF COURT

POLK COUNTY
RECORDING FEES 27.00
RECORDED BY C Vaillancourt

CERTIFICATE OF AMENDMENT TO THE DEED RESTRICTIONS, BYLAWS, AND
ARTICLES OF INCORPORATION OF
TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC.
A NONPROFIT CORPORATION
(UNIT 2)

1. On November 11, 2007, the Tangerine Trails Homeowners Association, Inc. ("Association"), held a meeting of its members.
2. The meeting was duly noticed in accordance with the existing By-laws and Florida Statutes for the purpose of amending the Deed Restrictions of Tangerine Trails Homeowners Association, Inc., Unit 2, recorded in O.R. Book 2724, Page 1940, Public Records of Polk County, Florida, the Bylaws of Tangerine Trails Homeowners Association, Inc., and the Articles of Incorporation of Tangerine Trails Homeowners Association, Inc.
3. The proposed amendment was circulated to all members and posted conspicuously within the community in advance of the meeting.
4. The Association's Amendment to the Deed Restrictions, Bylaws, and Articles of Incorporation of Tangerine Trails Homeowners Association, Inc. a Nonprofit Corporation (Unit 2) was approved by 75% vote of the members of the Tangerine Trails Homeowners Association, Inc.

IN WITNESS THEREOF, the parties have executed this Certificate of Amendment this 18 day of February, 2008.

TANGERINE TRAILS HOMEOWNERS
ASSOCIATION, INC.

(affix corporate seal)

By: Alena Dezd
Alena Dezd, Its President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 18 day of February, 2008, by Alena Dezd, as President of the Tangerine Trails Homeowners Association, Inc., who is personally known to me or has produced a driver's license as identification.



Fay M Demers
Notary Public
Printed Name: Fay M Demers
My Commission Expires: 11-6-2011

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess, Esquire
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

05/04/2017 08:43:08 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$16.00

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO DEED RESTRICTIONS
TANGERINE TRAILS (UNIT 2)**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of Tangerine Trails Homeowners Association, Inc. (hereinafter "Association"), pursuant to the Florida Statutes and the DEED RESTRICTIONS TANGERINE TRAILS, recorded in Official Records Book 2724, Page 1940, of the Public Records of Polk County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DEED RESTRICTIONS TANGERINE TRAILS (UNIT 2), which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 1st day of APRIL, 2017 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of the Association's Declaration by a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting. Additionally, the Amendment was approved by the consent of two-thirds of the lot owners (within Unit 2), which consents are attached to this Amendment as Exhibit "B".

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 8 day of April, 2017

Signed, sealed and delivered
in the presence of:

[Signature]
(Sign - Witness 1)

JOSE G. TAVAZZA
(Print - Witness 1)

[Signature]
(Sign - Witness 2)

Car Tolley
(Print - Witness 2)

TANGERINE TRAILS HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
(Sign)

EVY J. AMATO
(Print)

President, Tangerine Trails Homeowners
Association, Inc.

[Signature]
(Sign - Witness 1)

JOSE G. TAVAZZA
(Print - Witness 1)

[Signature]
(Sign - Witness 2)

Car Tolley
(Print - Witness 2)

Attest:

[Signature]
(Sign)

GRACE E. AMATO
(Print)

Secretary, Tangerine Trails Homeowners
Association, Inc.

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me this 8 day of April,
2017, by Evvy Amato, as President, and Grace Amato
as Secretary, of Tangerine Trails Homeowners Association, Inc., a Florida not for profit
corporation, on behalf of the corporation, who are personally known to me or who have produced
Florida Drivers License as identification.

NOTARY PUBLIC

[Signature] (Sign)

Carole Lewandowski (Print)

State of Florida, At Large
My Commission Expires:

8/26/19



Carole Sue Lewandowski
State of Florida
MY COMMISSION # FF 242719
Expires: August 26, 2019
Bonded through CNA Surety

Page 2 of 2

Stacy M. Butterfield POLK

05/04/2017 08:43:08 AM

215
Prepared by and return to:
John P. Collins, Jr., Esquire
John P. Collins, P.A.
59 Lake Morton Drive
Lakeland, Florida 33801
863-682-8282

RECORDED 03/28/2008 09:39:37 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 0.00
RECORDED BY T Reed

The Amendment below may represent a
substantial change to the existing Deed
Restrictions, Bylaws, & Articles of Incorporation.
Refer to the original text and
amendments thereto for current provisions.

(Space Above This Line For Recording Data)

**AMENDMENT TO THE DEED RESTRICTIONS, BYLAWS, AND
ARTICLES OF INCORPORATION OF
TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC.
A NONPROFIT CORPORATION
(UNIT 2)**

Pursuant to the Certificate of Amendment filed contemporaneously herewith by the
Tangerine Trails Homeowners Association, Inc. (hereinafter Association), the Deed Restrictions Of
Tangerine Trails Homeowners Association, Inc., Unit 2, recorded in O.R. Book 2724, Page 1940,
Public Records of Polk County, Florida, the Bylaws Of Tangerine Trails Homeowners Association,
Inc., and the Articles of Incorporation Of Tangerine Trails Homeowners Association, Inc., are
hereby amended as follows:

WHEREAS, the members acknowledge that the business of the Association cannot be
conducted in the proper form without the requisite attendance by the members at the members
meetings;

WHEREAS, the members acknowledge that the failure to conduct the business of the
Association in accordance with the obligations of the members as imposed by law is not in the best
interest of the Association;

WHEREAS, the members acknowledge that it is in the best interest of the Association to be
able to conduct the business of the Association pursuant to the voting criteria set forth in Florida
Statute 720.306;

REMAINDER OF PAGE INTENTIONALLY BLANK

P:\Doc\michelle\WP\Homeowners Association\Tangerine Trails HOA\General Corporate\Amendment to Deed Restrictions, Bylaws, & Articles\Unit 2.wpd

Page 1 of 2

The following paragraph shall be added to said Deed Restrictions, Bylaws, and Articles of Incorporation, and shall supercede any and all conflicting provisions of said Deed Restrictions, Bylaws, and Articles of Incorporation, including any and all preceding amendments thereto:

VOTING CRITERIA: The voting criteria for all matters coming before the membership of the Association as it pertains to the aforementioned Deed Restrictions, Bylaws, and Articles of Incorporation, and notwithstanding any contrary provision setting forth an incongruent voting threshold within any of the aforementioned organizational documents for any specific subject matter, including but not limited to subsequent amendments thereto, henceforth shall be as authorized by Florida Statute 720.306(1)(a) in its present form. A quorum shall be 30 percent of the total voting interests. Decisions that require a vote of the members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.

DATED this 24 day of January, 2008.

**TANGERINE TRAILS HOMEOWNERS
ASSOCIATION, INC.**

By: Alena Deard
(President)
Print Name: Alena Deard

By: Maryann Herriman
(Secretary)
Print Name: Maryann Herriman

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24 day of January, 2008, by Alena Deard, President of the Tangerine Trails Homeowners Association, Inc., and Maryann Herriman, Secretary of the Tangerine Trails Homeowners Association, Inc., who are personally known to me or have produced a driver's license as identification.

Fay M Demers
Notary Public

Printed Name: Fay M Demers

My Commission Expires: 11-6-2011



P:\Docs\michele\WFA\Homeowners Association\Tangerine Trails HOA\General Corporate\Amendment to Deed Restrictions, Bylaws, & Articles\11-17-07\wpd

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess, Esquire
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

05/04/2017 08:43:08 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 316.00

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO DEED RESTRICTIONS
TANGERINE TRAILS (UNIT 2)**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of Tangerine Trails Homeowners Association, Inc. (hereinafter "Association"), pursuant to the Florida Statutes and the DEED RESTRICTIONS TANGERINE TRAILS, recorded in Official Records Book 2724, Page 1940, of the Public Records of Polk County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DEED RESTRICTIONS TANGERINE TRAILS (UNIT 2), which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 1st day of APRIL, 2017 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of the Association's Declaration by a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting. Additionally, the Amendment was approved by the consent of two-thirds of the lot owners (within Unit 2), which consents are attached to this Amendment as Exhibit "B".

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 8 day of April, 2017.

Signed, sealed and delivered
in the presence of:

[Signature]
(Sign - Witness 1)
Josue G. Tancara
(Print - Witness 1)

[Signature]
(Sign - Witness 2)
Kari Tolley
(Print - Witness 2)

[Signature]
(Sign - Witness 1)
Josue G. Tancara
(Print - Witness 1)

[Signature]
(Sign - Witness 2)
Kari Tolley
(Print - Witness 2)

TANGERINE TRAILS HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
(Sign)
GUY J. AMATO
(Print)

President, Tangerine Trails Homeowners
Association, Inc.

Attest: [Signature]
(Sign)
GRACE E. AMATO
(Print)

Secretary, Tangerine Trails Homeowners
Association, Inc.

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me this 8 day of April,
2017, by Guy Amato, as President, and Grace Amato,
as Secretary, of Tangerine Trails Homeowners Association, Inc., a Florida not for profit
corporation, on behalf of the corporation, who are personally known to me or who have produced
Florida Drivers License as identification.

NOTARY PUBLIC

[Signature] (Sign)
Carole Lewandowski (Print)

State of Florida, At Large
My Commission Expires:

8/26/19



Carole Sue Lewandowski
State of Florida
MY COMMISSION # FF 242718
Expires: August 26, 2019
Bonded through CNA Surety

**AMENDMENT TO DEED RESTRICTIONS
TANGERINE TRAILS (UNIT 2)**

The following amendment(s) is/are made to the DEED RESTRICTIONS TANGERINE TRAILS, recorded in Official Records Book 2724, Page 1940, *et. seq.*, of the Public Records of Polk County, Florida, as amended from time to time (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

...

CHANGES: ~~The Developer, its successors or assigns, may change, amend, or modify any of these restrictions that are not in conflict of owners of thirty (30%) percent of the lots in said subdivision.~~ Subsequent to the establishment of the Association, these subdivision restrictions may be amended by the affirmative vote of a majority of the members who are voting in person or by proxy at a meeting of the members at which a quorum has been attained (e.g., once a quorum of those members attending in person or by proxy has been obtained at a regular/annual or special meeting of the members of the Association, a majority of those members attending the meeting in person or by proxy may amend this Declaration). This approval shall be recorded on the public records of Polk County, Florida.

...

HOMEOWNERS ASSOCIATION:

...

The initial annual assessment shall be \$25.00 and shall be due in advance on January 1, 1990, for all existing lot owners other than the Developer. This assessment may be changed by the affirmative vote of a majority of members who are voting in person or by proxy at a meeting of the members at which a quorum has been attained (e.g., once a quorum of those members attending in person or by proxy has been obtained at a regular/annual or special meeting of the members of the Association, a majority of those members attending the meeting in person or by proxy may adopt any such assessment). ~~a majority vote of thirty (30%) percent of the total membership. (This paragraph also amends the vote requirements as stated in Amendment #2 (adopted January 1, 2003) and Amendment #3 (adopted April 9, 2005).~~

Special assessments in addition to the annual assessment shall be assessed only upon the affirmative vote of a majority of members who are voting in person or by proxy at a meeting of the members at which a quorum has been attained (e.g., once a quorum of those members attending in person or by proxy has been obtained at a regular/annual or special meeting of the members of the Association, a majority of those members attending the meeting in person or by proxy may adopt any such assessment). ~~a majority vote of thirty (30%) percent of the total members.~~ All assessments shall be fixed at a uniform rate for all lots and shall be collected on an annual basis.

... The Developer, in their sole discretion, has the right to amend these subdivision restrictions at any time prior to establishment of the Association by recording a copy of the amendment on the public records of Polk County, Florida, said amendment to be signed only by the Developer.

Subsequent to the establishment of the Association, these subdivision restrictions may be amended by the affirmative vote of a majority of the members who are voting in person or by proxy at a meeting of the members at which a quorum has been attained (e.g., once a quorum of those members attending in person or by proxy has been obtained at a regular/annual or special meeting of the members of the Association, a majority of those members attending the meeting in person or by proxy may amend this Declaration). ~~approval of the Association and the consent of two-thirds of the lot owners.~~ This approval shall be recorded on the public records of Polk County, Florida, ~~together with the consents of two-thirds of the lot owners.~~

... The following was added to Deed Restrictions, Bylaws and Articles of Incorporation (UNIT 2) per Amendment recorded 03/28/08, OR Book 7589, Page 1808:

VOTING CRITERIA: ~~The voting criteria for all matters coming before the membership of the Association as it pertains to the aforementioned Deed Restrictions, Bylaws, and Articles of Incorporation, and notwithstanding any contrary provision setting forth an incongruent voting threshold within any of the aforementioned organizational documents for any specific subject matter, including but not limited to subsequent amendments thereto, henceforth shall be as authorized by Florida Statute 720.306(1)(a) in its present form. A quorum shall be 30 percent of the total voting interests.~~ Decisions that require a vote of the members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.

DEED RESTRICTIONS
Tangerine Trails

DEPT 115 17.00
DEPT 115 2.50
1050 h
CHECKS 1.50
17406

STATE OF FLORIDA

COUNTY OF POLK

De-210 151

KNOW ALL MEN BY THESE PRESENTS: That whereas we the undersigned are the owners of property located in Polk County, Florida, and more particularly described as follows:

Tangerine Trails Unit 3, as recorded in Plat Book 92, Page 12, of the Public Records of Polk County, Florida.

THEREFORE, THESE PRESENTS WITNESSETH: For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Tangerine Trails. That the parties to this agreement, for in consideration of the mutual covenants herein contained and the further consideration of One Dollar in Hand paid by each party to the other, receipt whereof is hereby acknowledged, and for other good and valuable considerations, do herein and hereby covenant and agree one with the other, for ourselves, our heirs, successors, assigns, and legal representatives, that as to said property above-described, the following restrictions are hereby placed upon our respective holdings as come within the boundaries above-described:

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All utilities will be underground.

RESIDENTIAL PURPOSE AND STORAGE BUILDINGS: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private attached garage for not more than two cars, all garages must be enclosed, carports are not permitted. Small yard storage buildings will be permitted up to one hundred square feet and shall be placed only at the rear of the residence. Setback requirements of Polk County Zoning Laws shall be followed.

SQUARE FOOTAGE REQUIREMENT: No dwelling shall be permitted on any lot that does not have a living area exclusive of one-story porches and garages of not less than nine hundred (900) square feet for a two story house or twelve hundred seventy-five (1,275) feet for a one story house. Setback, rear and side clearances shall be according to code. All residences shall have a minimum of one (1) car garage attached. Garage shall be fully enclosed. No dwelling may consist of more than two (2) stories in height. This limitation shall not be construed to prohibit a tri-level residence.

MINIMUM LOT: No lot shall be reduced in size by any method whatsoever, except by the Developer. Lots may be enlarged by consolidation with one of more lots under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as a single unit. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded plat, except by the Developer herein.

PLAN APPROVAL: For the purpose of further assuring development of the lands in the subdivision as a residential community of high standards, quality and beauty, the architectural plans and locations upon the respective lot of every residence, as well as additions to any residence, including but not limited to swimming pools and patios, whether the same are attached to the residence or separated therefrom, or substantial alterations of the exterior appearances of completed residences, to be constructed, erected, made or otherwise done within said subdivision, must be approved in advance, in writing by the Developer, its duly authorized agent or assigns.

Prepared By: Richard Madans
Envisors, Inc.
2105 Dundas Rd.
Winter Haven, FL 33881

Page 1 of 4

Griff, Eric, Inc.
850 E Lake Albert Dr., N.E.
Winter Haven, FL 33881

MATERIAL - CONSTRUCTION: Any residences may be constructed of wood, brick, stucco, or concrete block or a combination of these materials. Any residence which is constructed with concrete block shall be stuccoed on all four sides. Painted concrete block is not acceptable.

VIOLATIONS: Where the building or other structure has been erected, or its construction substantially advanced, and the building is located on any lot or building plot in a manner as to constitute a violation or violations of these covenants and restrictions, the Developer shall have the right at any time to release the lot or building plot or portions of it, from any part of the covenants and restrictions as are violated. However, the Developer shall not give any such release except with respect to a violation that it determines to be minor.

TEMPORARY BUILDINGS: Trailers, tents, shacks, barns or other temporary buildings of any design whatsoever are expressly prohibited within this subdivision and no temporary residence shall be permitted in unfinished residential buildings. No accumulation of building or other materials or machinery of any kind not customarily found on a residential lot shall be permitted within this subdivision. This shall not prohibit, however, the accumulation of materials which shall be used in the construction of a residence. Temporary buildings may be used by contractor and developer during construction, which shall be removed from the premises upon the completion of said construction.

SETBACK: No residence shall be constructed closer to the front lot lines than twenty-seven (27) feet nor further than thirty-eight (38) feet.

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

ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintain for commercial purposes.

SIGNS: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

DUMPING: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

FENCES: No fence, with the exception of chain link, post and rail or other "see-thru" fences, or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. The balance of the lot may be fenced or hedged, not exceeding six (6) feet in height. Tall privacy fences shall be erected "good side" facing out.

FRONT YARD RESTRICTIONS: T.V. dishes, storage sheds, and swimming pools, shall be installed only in the rear yard and behind a line across the lot at the farther most wall of the dwelling from the street.

LOT MAINTENANCE: Except during the period of construction or improvements upon a lot, each owner shall be responsible for the care and maintenance thereof and shall keep the same clean and neat. The grass, shrubbery and vegetation shall be regularly mowed and trimmed. For the purposes of creating and maintaining an area which contains attractive, interesting and distinctive home sites, and to eliminate unsightly conditions in said subdivision, and to avoid fire and health hazards therein, the Developer or the association may, upon the lot owner failing to maintain said lot as above provided, lawfully enter upon any lot in said subdivision, and platted of record, in order to cut, clean and remove from said lot grasses, weeds, debris and dump trash or refuse, not therefore kept properly cut, cleaned and removed by the then owner or owners thereof, and charge the cost thereof to the then owner or owners of such lot. All construction of each lot shall be new construction and no used building or structures shall be moved onto any lot. Any prefabricated or modular single-family residences must be specifically approved in writing by the Developer.

CONSTRUCTION TIME LIMIT: When the construction of any building is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued and there is not substantial progress toward completion for a six (6) month period, the Developer, its successors or assigns shall have the right to notify the owner of record of the premises of its intention to invade the premises and take such steps as might be required to correct any undesirable appearance; the reason for such correction shall be solely in the discretion of the Developer and may include but not be limited to aesthetic grounds. The owner of the property shall be liable for all costs incurred in such action and the total costs thereof will be a lien on the property herein conveyed.

RVS, BOATS, ETC.: Recreation vehicles, trailers, boats, and boats on trailers, may not be parked on the lot closer to the street than a line across the lot at the front most wall of the dwelling from the street. Any such vehicle that remains unlicensed for a period of thirty (30) days will be considered to be junk and must be removed.

MECHANIC WORK: Minor mechanic work may be done on the premises. However, any car or other vehicle left on jacks or blocks for more than thirty (30) days shall be considered to be junk and must be removed.

SOD AND SEED: Front and side yards shall be sodded with an appropriate grass and rear yard may be sodded or seeded prior to occupation of the house thereof. "Front yard" shall include the area between the house and the blacktop road. Lots having frontage on two or more roads shall have front yards on each road as defined herein. No gravel lawns shall be permitted. Each building site shall be attractively landscaped, which shall include planting and maintaining no less than two (2) shade trees, one in front and one in rear yard. Caliper shall not be less than one (1) inch when planted initially.

BREACH: In the event of a violation or breach of any of these restrictions, the Developer, or its successors or assigns shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, or conditions contained herein, however, long continued shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or effect its enforcement. The invalidation of any of these restrictions by judgment or court order shall in no way effect any of the other restrictions herein imposed.

ENFORCEMENT: Each owner, by accepting a fee simple interest in any lot in said subdivision, does hereby and thereby agree to be bound by all the conditions, limitations, reservations, and restrictions as contained herein and in the event the owner of any lot shall breach any of the conditions, limitations, reservations and restrictions herein contained, said owner agrees to pay all costs, including a reasonable attorney's fee for the enforcement of said conditions, limitations, reservations and restrictions.

CHANGES: The developer, its successors or assigns, may change, amend, or modify any of these restrictions that are not in conflict of owners of seventy (70%) percent of the lots in said subdivision. The Developer may waive the requirements of these restrictions in the event any situation places an undue hardship upon the individual or owner individual. Any amendment of these documents, which would affect the surface water management system, including the water management portions of the common areas, must have prior approval of the Southwest Florida Water Management District.

30 YEAR - BINDING: These restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these restrictions are recorded, after which said restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots (each lot being considered as one owner) has been recorded, agreeing to change said restrictions in whole or in part.

The enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the provisions of the Notice of

Restrictions, either to restrain violations or to recover damages, and may be brought by the Developer, its successors, or by the owner of any of the property covered by these restrictions.

Print

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Zoom Out

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HOMEOWNERS ASSOCIATION: Each lot owner shall automatically become a member of the Tangerine Trails Homeowner's Association upon acquiring a fee simple interest in any lot. These membership shall be appurtenant to and may not be separated from ownership of any lot. Pursuant to provisions of the Articles of Incorporation of the Tangerine Trails Homeowner's Association, the membership of the Association may be expanded by the Developer to include owners of lots not subsequent units of the proposed development. The Tangerine Trails Homeowner's Association is a Florida corporation not for profit.

The initial annual assessment shall be \$25.00 and shall be due in advance on January 1, 1991 for all existing lot owners other than Developer. This assessment may be changed by a two-thirds majority of the total of both classes of membership. The annual assessment provided for herein shall commence as to all lots on the conveyance of the individual lots from the developer to the purchaser. The amount of the assessment shall be prorated for the number of days the lot is owned by someone other than the Developer. The initial assessment shall not charge until the Association votes to do so.

Notwithstanding anything contained herein to the contrary, the Developer, Griggs Enterprises Incorporated, shall perform and shall be charged with the duties and responsibilities herein delegated to the Tangerine Trails Homeowners' Association, including, without limitation, maintenance of the "common properties" and the power to assess lot owner's annual assessments for the cost of said maintenance of common areas and landscaping areas; until the election of officers and directors as set forth in the Articles of Incorporation of Tangerine Trails Homeowners' Association, Inc.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11 day of JUNE, A.D. 1991.

Ramon E. Griggs
Deputy Clerk

Eileen C. Griggs S.S.
Eileen C. Griggs S.S.

STATE OF FLORIDA

COUNTY OF POLK

I HEREBY CERTIFY that on the day before me, an officer duly qualified to take acknowledgments, personally appeared Ramon E. Griggs, President and Eileen C. Griggs, Senior Treasurer of Griggs Enterprises, Inc., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of JUNE, 1991.

Deborah L. Murphy
Notary Public
My Comm. Expires 11/02/92

FILED RECORDING
POLK COUNTY
CLERK
JUN 11 1991
TALLAHASSEE, FLA.
BY [Signature] AS

AMENDMENT TO THE DEED RESTRICTIONS OF
TANGERINE TRAILS

WHEREAS, GRIGGS ENTERPRISES, INC., (hereinafter called "Declarant"), imposed certain covenants, conditions and restrictions under an instrument dated June 11, 1991, recorded in Official Records Book 2984, page 1851, public records of Polk County, Florida, and

WHEREAS, Declarant owns 100 percent of the lots upon which these restrictions were imposed.

NOW, THEREFORE, the Declarant hereby amends the Declaration of Covenants, Conditions and Restrictions as follows:

LEGAL DESCRIPTION

The legal description included in paragraph 1 of the aforementioned covenants, conditions and restrictions shall be deleted and replaced with the following description:

Lots 74 through 184, inclusive, TANGERINE TRAILS, UNIT 3, according to the plat thereof recorded in Plat Book 92, page 12, public records of Polk County, Florida.

DEFINITIONS

"Association" shall mean and refer to Tangerine Trails Homeowners Association, Inc., its successors and assigns.

"Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

"Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Common Area" shall mean all real property, if any, and easements, including surface water management system and any improvements thereto owned by the Association and/or granted to the Association.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

"Declarant" shall mean and refer to all Owners, their successors and assigns if such successors or assigns should acquire more than a majority of the remaining undeveloped lots owned by the

POLK OFF. REC. PAGE

THIS INSTRUMENT PREPARED BY
D. BRIAN KUEHNER, ESQUIRE
4921 SOUTHFOK DR.
LAKELAND, FL 33815
PH. (813) 646-5728

2100
300
2400
PZ

TANGERINE TRAILS

Declarant for the purpose of development.

PROPERTY RIGHTS

Every owner shall have a right and easement of enjoyment in and to the common areas hereof which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the common areas and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

MEMBERSHIP AND VOTING RIGHTS

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

The Association shall have two classes of voting membership.

Class A members shall be all owners, with the exception of the Declarant, 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.

TANGERINE TRAILS

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

- (a) When the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership; or
- (b) When 80% of the lots in the subdivision are sold; or
- (c) On December 31, 1995.

COVENANT FOR MAINTENANCE ASSESSMENTS

The Declarant, for each lot owned within the properties, hereby covenants and each owner of any lot by acceptance of a Deed thereof, whether or not it shall be so expressed in such Deed, is deemed to covenant and agrees to pay the Association: (1) annual assessments or charges, (2) special assessment for capital improvements, (3) lake lot assessments, if applicable; all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to this successors in title unless expressly assumed by them.

The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the common areas, including but not limited to the operation and maintenance of the surface water management system. The assessment shall also be used to maintain the landscaping and other improvements on the boulevards, entrances, medians and other dedicated areas within the properties. Additionally, the assessment shall be used to maintain street lights, roads, directional signs, informational signs identifying the subdivision, sign lighting and utilities within the properties, if necessary.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve (12%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same or

TANGERINE TRAILS

foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

GENERAL PROVISIONS

The Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

As long as there is a Class B Membership, the following actions will require the prior approval of the VA: Annexation of additional properties, dedication of common area or private drives, and Amendment of this Declaration of Covenants, Conditions and Restrictions.

The common area may not be mortgaged or conveyed without the consent of two-thirds (2/3) of the lot owners excluding the Declarant, provided, however, common areas cannot be mortgaged or conveyed without the Declarant's consent so long as the Declarant is a Class B Member.

These Deed Restrictions may only be amended by an instrument signed by two-thirds (2/3) of the lot owners within Tangerine Trails, Unit 3.

If the provisions of this amendment conflict with the provisions contained in the Deed Restrictions recorded in Official Records Book 2984, page 1851, public records of Polk County, Florida, then the conflicting provisions contained in this amendment shall prevail. All other restrictions and covenants in the Deed Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 24th day of October, 1991.

TANGERINE TRAILS

Signed in the presence of:

GRIGGS ENTERPRISES, INC.

Jennifer K. Bryant
Jennifer K. Bryant

By: Jeffrey R. Griggs
As its: Asst. Vice President
Jeffrey R. Griggs
Citrus World
North Highway 27
Lake Wales, FL 33859

STATE OF FLORIDA
COUNTY OF Polk

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Jeffrey R. Griggs, as Asst. Vice President, of GRIGGS ENTERPRISES, INC., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of Oct, 1991.

John E. Jirovec
Notary Public - John E. Jirovec



My Commission Expires:
Notary Seal

JOHN E. JIROVEC
Notary Public, State of Florida
My Comm. Exp. May 9, 1994
Comm. No. CC007599

POLK OFF. REC. PAGE

DEPT 1.25 21.00
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4828 H
CHECKS 24.00
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02/07/92

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FILED, RECORDED, AND
RECORD VERIFIED
E.D. "Bud" DICK, CL. CK. CL.
POLK COUNTY, FLA.
BY SW D.C.

AMENDMENT TO DEED RESTRICTIONS
FOR
TANGERINE TRAILS UNIT 3

The following amendment to the deed restrictions of Tangerine Trails Unit 3 recorded in O.R. Book 2984, Page 1851, of the public records of Polk County, Florida were duly adopted by the homeowners on January 1, 2003 to wit:

RESIDENTIAL PURPOSE AND STORAGE BUILDINGS: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private attached garage for not more than two cars, all garages must be enclosed, carports are not permitted. Small yard storage buildings will be permitted up to one-hundred forty-four (144) square feet and shall be placed only at the rear of the residence. Setback requirements of Polk County Zoning Laws shall be followed.

The annual assessment shall be \$50.00 and shall be due in advance on January 1, 1991 for all existing lot owners other than Developer. This assessment may be changed by a two-thirds majority of the total of both classes of membership. Then annual assessment provided for herein shall commence as to all lots on the conveyance of the individual lots from the developer to the purchaser. The amount of the assessment shall be prorated for the number of days the lot is owned by someone other than the Developer. The initial assessment shall not change until the Association votes to do so.

EXECUTED this 16th day of July, 2003.

Witnessed by:

Kelly A. Olivier
Print Kelly A. Olivier
E. Snow Martin, Jr.
Print E. Snow Martin, Jr.

TANGERINE TRAILS HOMEOWNERS
ASSOCIATION, INC.

Donald Segree
By Donald Segree, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of July, 2003 by Donald Segree, as President of Tangerine Trails Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me.



Kelly A. Olivier
MY COMMISSION # 00022193 EXPIRES
May 21, 2005
TITUS TRUST FARM INSURANCE, INC.

Kelly A. Olivier
Notary Public

1. I HEREBY CERTIFY THAT THE ABOVE INSTRUMENT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF POLK, FLORIDA, ON JULY 23, 2003, AT 10:42:24 AM.

RECORDED 07/23/2003 10:42:24 AM
RICHARD H. WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 6.00
RECORDED BY T. Tierney

Prepared by and return to:
E. Snow Martin, Jr.
Martin & Martin, P.A.
200 Lake Morton Drive
Lakeland, Florida 33802

Re

Tangerine Trails Homeowners Association

P.O. Box 1044
Kathleen, Florida 33849

**AMENDMENT TO THE DEED RESTRICTIONS FOR
TANGERINE TRAILS: UNIT 3**

The following amendment to the Deed Restrictions of the Tangerine Trails Homeowners Association Unit 3, recorded in Official Records Book 2984, Page 1851 of the public records of Polk County, Florida were duly adopted by the homeowners on April 9, 2005 to wit:

The annual assessment shall be \$100.00 and shall be done in advance of January 1, 2006, for all existing lot owners. This assessment may be changed by a two-thirds majority of Florida State Statute, whichever provides a lesser requirement of the total membership. The annual assessment provided herein shall commence as to each and all platted lots within Units 2 and 3, together which comprise the Tangerine Trails Homeowners Association.

Executed this 24 day of July, 2006.

TANGERINE TRAILS HOMEOWNERS ASSOCIATION, Inc.

Witnessed by:

Mercedes Rodriguez
Mercedes Rodriguez
(Print Name)

By

Donald L. Majors
Donald L. Majors, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24 day of July, 2006 by Donald L. Majors, as President of Tangerine Trails Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is ___ personally known to me.

Identification presented:

FLDL M262192351280
(Florida Driver's License)



Mercedes Rodriguez
(Notary Public)

Tangerine Trails Homeowners Association
P.O. Box 1044
Kathleen, Florida 33849

RECORDED 10/10/2006 02:28:44 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 10.00
RECORDED BY E Costa

AMENDMENT (# 4) TO THE DEED RESTRICTIONS FOR TANGERINE TRAILS: UNIT 3

The following amendments to the Deed Restrictions of the Tangerine Trails Homeowners Association Unit 3, recorded in Official Records Book 2984, Page 1851 of the public records of Polk County, Florida were duly adopted by the homeowners on October 3, 2006 to wit:

Page 3: CHANGES: "The Developer, its successors or assigns may change, amend, or modify any of these restrictions that are not in conflict of owners of thirty (30%) percent of the lots in said subdivision. Any amendment of these documents, which would affect the surface water management system, including the water management portions of the common areas, must have prior approval of the Southwest Florida water Management District."

Page 4: HOMEOWNERS ASSOCIATION

"The initial annual assessment shall be \$25.00 and shall be due in advance on January 1, 1991, for all existing lot owners other than the Developer. This assessment may be changed by a majority vote of thirty (30%) percent of the total membership." (This paragraph also amends the vote requirements as stated in Amendment #2 (adopted January 1, 2003) and Amendment #3 (adopted April 9, 2005).

Unit 3 AMENDMENT #1 - dated June 11, 1991) GENERAL PROVISIONS, Page 4:

"These Deed Restrictions may only be amended by an instrument signed by thirty (30%) percent of the lot owners within Tangerine Trails, Unit 3. (This paragraph also amends the vote requirements as stated in Amendment #2 (adopted January 1, 2003) and Amendment #3 (adopted April 9, 2005).

Executed this ___ day of October, 2006.

Witnessed by:

Tom Pollock
Thomas Pollock
(Notary Public)

TANGERINE TRAILS HOMEOWNERS ASSOCIATION, Inc.

By Donald L. Majors
Donald L. Majors, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3 day of October, 2006 by Donald L. Majors, as President of Tangerine Trails Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is ___ personally known to me.

Identification presented:

M262192351280
(Florida Driver's License)

Tom Pollock
(Notary Public)

NOTARY PUBLIC-STATE OF FLORIDA
Thomas Pollock
Commission # DD564046
Expires JUNE 14, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Prepared by and return to:
John P. Collins, Jr., Esquire
John P. Collins, P.A.
59 Lake Morton Drive
Lakeland, Florida 33801
863-682-8282

RECORDED 03/28/2008 09:39:37 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 0.00
RECORDED BY T Reed

The Amendment below may represent a
substantial change to the existing Deed
Restrictions, Bylaws, & Articles of Incorporation.
Refer to the original text and
amendments thereto for current provisions.

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**AMENDMENT TO THE DEED RESTRICTIONS, BYLAWS, AND
ARTICLES OF INCORPORATION OF
TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC.
A NONPROFIT CORPORATION
(UNIT 3)**

Pursuant to the Certificate of Amendment filed contemporaneously herewith by the
Tangerine Trails Homeowners Association, Inc., (hereinafter Association), the Deed Restrictions Of
Tangerine Trails Homeowners Association, Inc., Unit 3, recorded in O.R. Book 2984, Page 1851,
Public Records of Polk County, Florida, the Bylaws Of Tangerine Trails Homeowners Association,
Inc., and the Articles of Incorporation Of Tangerine Trails Homeowners Association, Inc., are
hereby amended as follows:

WHEREAS, the members acknowledge that the business of the Association cannot be
conducted in the proper form without the requisite attendance by the members at the members
meetings;

WHEREAS, the members acknowledge that the failure to conduct the business of the
Association in accordance with the obligations of the members as imposed by law is not in the best
interest of the Association;

WHEREAS, the members acknowledge that it is in the best interest of the Association to be
able to conduct the business of the Association pursuant to the voting criteria set forth in Florida
Statute 720.306;

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The following paragraph shall be added to said Deed Restrictions, Bylaws, and Articles of Incorporation, and shall supercede any and all conflicting provisions of said Deed Restrictions, Bylaws, and Articles of Incorporation, including any and all preceding amendments thereto:

VOTING CRITERIA: The voting criteria for all matters coming before the membership of the Association as it pertains to the aforementioned Deed Restrictions, Bylaws, and Articles of Incorporation, and notwithstanding any contrary provision setting forth an incongruent voting threshold within any of the aforementioned organizational documents for any specific subject matter, including but not limited to subsequent amendments thereto, henceforth shall be as authorized by Florida Statute 720.306(1)(a) in its present form. A quorum shall be 30 percent of the total voting interests. Decisions that require a vote of the members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.

DATED this 24 day of January, 2008.

TANGERINE TRAILS HOMEOWNERS
ASSOCIATION, INC.

By: Alena Dezd
(President)
Print Name: Alena Dezd

By: Maryann Merriman
(Secretary)
Print Name: Maryann Merriman

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24 day of January, 2008, by Alena Dezd, President of the Tangerine Trails Homeowners Association, Inc., and Maryann Merriman, Secretary of the Tangerine Trails Homeowners Association, Inc., who are personally known to me or have produced a driver's license as identification.

Fay M Demers
Notary Public
Printed Name: Fay m Demers
My Commission Expires: 11-6-2011



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RETURN TO:
JOHN P. COLLINS, JR., ESQUIRE
59 LAKE MORTON DR.
LAKE LAND, FLORIDA 33801

RECORDED 03/27/2008 08:26:10 AM
RICHARD H. WEISS, CLERK OF COURT

POLK COUNTY
RECORDING FEES 27.00
RECORDED BY C Vaillancourt

**CERTIFICATE OF AMENDMENT TO THE DEED RESTRICTIONS, BYLAWS, AND
ARTICLES OF INCORPORATION OF
TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC.
A NONPROFIT CORPORATION
(UNIT 3)**

1. On November 11, 2007, the Tangerine Trails Homeowners Association, Inc. ("Association"), held a meeting of its members.
2. The meeting was duly noticed in accordance with the existing By-laws and Florida Statutes for the purpose of amending the Deed Restrictions of Tangerine Trails Homeowners Association, Inc., Unit 3, recorded in O.R. Book 2984, Page 1851, Public Records of Polk County, Florida; the Bylaws of Tangerine Trails Homeowners Association, Inc., and the Articles of Incorporation of Tangerine Trails Homeowners Association, Inc.
3. The proposed amendment was circulated to all members and posted conspicuously within the community in advance of the meeting.
4. The Association's **Amendment to the Deed Restrictions, Bylaws, and Articles of Incorporation of Tangerine Trails Homeowners Association, Inc. a Nonprofit Corporation (Unit 3)** was approved by 75% vote of the members of the Tangerine Trails Homeowners Association, Inc.

IN WITNESS THEREOF, the parties have executed this Certificate of Amendment this 18 day of February, 2008.

**TANGERINE TRAILS HOMEOWNERS
ASSOCIATION, INC.**

(affix corporate seal)

By: Alena Dezd
Alena Dezd, Its President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 18th day of February, 2008, by Alena Dezd, as President of the Tangerine Trails Homeowners Association, Inc., who is personally known to me or has produced a driver's license as identification.

Fay M Demers
Notary Public

Printed Name: Fay M Demers

My Commission Expires: 11-6-2011

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess, Esquire
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

05/04/2017 08:46:55 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 35.50

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO DEED RESTRICTIONS
TANGERINE TRAILS (UNIT 3)**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of Tangerine Trails Homeowners Association, Inc. (hereinafter "Association"), pursuant to the Florida Statutes and the DEED RESTRICTIONS TANGERINE TRAILS, recorded in Official Records Book 2984, Page 1851, of the Public Records of Polk County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DEED RESTRICTIONS TANGERINE TRAILS (UNIT 3), which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 1ST day of APRIL, 2017 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of the Association's Declaration by a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting. Additionally, the Amendment was approved by the consent of 30% of the lot owners within Unit 3, which consents, as of the date of recording, are available from the Association upon request.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 1ST day of APRIL, 2017.

Signed, sealed and delivered
in the presence of:

[Signature]
(Sign - Witness 1)
STEVEN HAYWARD
(Print - Witness 1)

[Signature]
(Sign - Witness 2)
JOSE G. TAMARA
(Print - Witness 2)

[Signature]
(Sign - Witness 1)
STEVEN HAYWARD
(Print - Witness 1)

[Signature]
(Sign - Witness 2)
JOSE G. TAMARA
(Print - Witness 2)

TANGERINE TRAILS HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
(Sign)
GUY J. AMATO
(Print)

President, Tangerine Trails Homeowners
Association, Inc.

Attest: [Signature]
(Sign)
GRACE E. AMATO
(Print)

Secretary, Tangerine Trails Homeowners
Association, Inc.

STATE OF FLORIDA
COUNTY OF Polk

The foregoing was acknowledged before me this 17th day of April,
2017, by Guy J. Amato, as President, and Grace E. Amato,
as Secretary, of Tangerine Trails Homeowners Association, Inc., a Florida not for profit
corporation, on behalf of the corporation, who are personally known to me or who have produced
Florida Driver License as identification.

NOTARY PUBLIC

[Signature] (Sign)
Stacy M. Butterfield (Print)

State of Florida, At Large
My Commission Expires:

 **Stacy M. Butterfield**
Notary Public
State of Florida
MY COMMISSION # FF 123373
Expires: May 15, 2018
Issued through Wells Fargo

Page 2 of 2

Stacy M. Butterfield POLK

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AMENDMENT TO DEED RESTRICTIONS
TANGERINE TRAILS (UNIT 3)

The following amendment(s) is/are made to the DEED RESTRICTIONS TANGERINE TRAILS, recorded in Official Records Book 2984, Page 1851, *et. seq.*, of the Public Records of Polk County, Florida, as amended from time to time (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

...
CHANGES: ~~The Developer, its successors or assigns may change, amend, or modify any of these restrictions that are not in conflict of owners of thirty (30%) percent of the lots in said subdivision. Subsequent to the establishment of the Association, these subdivision restrictions may be amended by the affirmative vote of a majority of the members who are voting in person or by proxy at a meeting of the members at which a quorum has been attained (e.g., once a quorum of those members attending in person or by proxy has been obtained at a regular/annual or special meeting of the members of the Association, a majority of those members attending the meeting in person or by proxy may amend this Declaration). This approval shall be recorded on the public records of Polk County, Florida.~~ Any amendment of these documents, which would affect the surface water management system, including the water management portions of the common areas, must have prior approval of the Southwest Florida Water Management District.

...
HOMEOWNERS ASSOCIATION:

...
The initial annual assessment shall be \$25.00 and shall be due in advance on January 1, 1991, for all existing lot owners other than the Developer. This assessment may be changed by the affirmative vote of a majority of members who are voting in person or by proxy at a meeting of the members at which a quorum has been attained (e.g., once a quorum of those members attending in person or by proxy has been obtained at a regular/annual or special meeting of the members of the Association, a majority of those members attending the meeting in person or by proxy may adopt any such assessment). ~~a majority vote of thirty (30%) percent of the total membership.~~

...
GENERAL PROVISIONS:

...
These Deed Restrictions may be amended by the affirmative vote of a majority of the

Stacy M. Butterfield POLK

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members who are voting in person or by proxy at a meeting of the members at which a quorum has been attained (e.g., once a quorum of those members attending in person or by proxy has been obtained at a regular/annual or special meeting of the members of the Association, a majority of those members attending the meeting in person or by proxy may amend this Declaration), only be amended by an instrument signed by thirty (30%) of the lot owners within Tangerine Trails, Unit 3. (This paragraph also amends the vote requirements as stated in Amendment #2 (adopted January 1, 2003) and Amendment #3 (adopted April 9, 2005).

...

The following was added to Deed Restrictions, Bylaws and Articles of Incorporation (UNIT 3) per Amendment recorded 03/28/08, OR Book 7589, Page 1810:

~~VOTING CRITERIA: The voting criteria for all matters coming before the membership of the Association as it pertains to the aforementioned Deed Restrictions, Bylaws, and Articles of Incorporation, and notwithstanding any contrary provision setting forth an incongruent voting threshold within any of the aforementioned organizational documents for any specific subject matter, including but not limited to subsequent amendments thereto, henceforth shall be as authorized by Florida Statute 720.306(1)(a) in its present form. A quorum shall be 30 percent of the total voting interests. Decisions that require a vote of the members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.~~

...

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Stacy M. Butterfield POLK

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ARTICLES OF INCORPORATION

OF

TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC.

The undersigned subscriber to these Articles of Incorporation (the "Articles"), is a natural person competent to contract, and a resident of the State of Florida, forms this corporation not for profit under the Florida Nonprofit Corporation Law and adopts the following Articles of Incorporation.

FILED
5 MAY 4 1
CLERK OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

Name

The name of the corporation is TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC., sometimes hereinafter referred to as the "Association".

ARTICLE II

Principal Office

The principal office of the Association is located at 850 East Lake Elbert Drive N. E., Winter Haven, Florida 33881.

ARTICLE III

Purposes and Powers

The Association has been formed as a nonprofit corporation to provide for the ownership, maintenance, preservation and architectural control of the residential lots and certain common and dedicated properties located in a development known as Tangerine Trails (the "Properties") situated in Lakeland, Florida, as described in the Declaration of Covenants, Conditions and Restrictions (the "Declaration") filed in the Public Records of Polk County, Florida. Also, to perform other specific purposes and powers as set forth below, and as are more fully set forth in the Declaration. The Association will not permit pecuniary gain or profit to the members nor distribution of its income to its officers or directors.

Purposes: The Association shall exist for all of the following purposes:

(a) To own, operate and maintain certain common and dedicated properties within the Properties (as set forth in the Declaration);

(b) To maintain the landscaping and other improvements on the roads, entrances, medians and all other dedicated



areas within the Properties (as set forth in the Declaration);

(c) To maintain street lights, roads, directional signs, sign lighting and utilities within the Properties, if necessary (as set forth in the Declaration); and

(d) To take such actions as the Association is authorized pursuant to its Articles of Incorporation and Bylaws to take to maintain the residential quality of the Properties.

(e) To be fully responsible for the management of the storm water system as designed and constructed.

Powers: The Association shall have all of the common law and statutory powers of a Florida corporation not for profit which are consistent with these Articles and with the Declaration and all of the powers and authority reasonably necessary or appropriate to the operation of a residential community including, but not limited to, the following powers:

(a) To exercise all the powers and privileges and to perform all the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, and the Declaration is hereby incorporated herein by reference and made part thereof;

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

(c) To enforce any and all covenants, conditions, restrictions and agreements applicable to the Development;

(d) To pay taxes, if any, on the Common Areas and Dedicated Areas and any other common and dedicated properties of the Association (as set forth in the Declaration);

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

(f) To borrow money, and to mortgage, pledge, deed, in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred,

provided that such borrowing shall have the assent of two-thirds (2/3) of each class of the Members (as hereinafter defined) entitled to vote;

(g) To dedicate, sell, or transfer all or any part of the Common Areas and the Dedicated Areas and any other common area or assets owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(h) To participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional Common Areas or Dedicated Areas, provided further that no such assent shall be required as a condition to accepting conveyance of Common Areas pursuant to the Declaration.

(i) Subject always to the Declaration, to have and to exercise any and all powers, rights and privileges which a corporation organized under the Florida Nonprofit Corporation Law;

ARTICLE IV

Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Every person or entity who is a record owner of any Lot is entitled to membership and voting rights in the association.

ARTICLE V

Voting Rights

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

Class A. Class A members shall be all owners of property within the development with the exception of the Developer and shall be entitled to one (1) 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 among themselves determine and evidenced by a certificate signed by all the record lot owners designating which member shall be entitled to vote for

said lot. In the event such certificate is not on file with the Association, no vote for such lot shall be cast. In no event shall more than one (1) vote be cast with respect to any lot.

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

(a) When the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership or

(b) When 80% of the lots in the subdivision are sold.

(c) On December 31, 1995.

ARTICLE VI

Quorum

~~The Members holding a majority of the votes allocated~~ under Article V of these Articles, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than such majority of votes are represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

ARTICLE VII

Board of Directors

The affairs of the Association shall be managed by a Board of Directors who need not be Members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association, but shall never be less than one (1) director or more than five (5). The number of directors shall always be an odd number. The name and residence address of the person who is to act in the capacity of director until the selection of his successors is:

<u>Name</u>	<u>Address</u>
RAMON E. GRIGGS	850 East Lake Elbert Drive N. E. Winter Haven, Florida 33881
EILEEN C. GRIGGS	850 East Lake Elbert Drive N. E. Winter Haven, Florida 33881
JEFFREY RAMON GRIGGS	902 Avenue S S. E. Winter Haven, Florida 33880

The directors may, by bylaw, fix the term of office for all directors. However, unless contrary provisions are made by bylaw, each director's term of office shall be for one (1) year, but all directors shall continue in office until their successors are duly elected and installed. There shall be held at each annual meeting of the Association an election of directors. Directors may serve successive terms without limitations.

ARTICLE VIII

Officers

The affairs of the Association shall be administered by a president, vice president and a secretary-treasurer and such other officers as may be designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. ~~The name and residence address of the officer~~ who shall serve until the first election by the Board of Directors is as follows:

<u>Office</u>	<u>Name and Address</u>
President, Vice-President	RAMON E. GRIGGS
Secretary and Treasurer	850 East Lake Elbert Drive N.E. Winter Haven, Florida 33881

ARTICLE IX

Dissolution

The Association may be dissolved with the consent given in writing and signed by either the Developer or by two-thirds (2/3) of the Class A membership. Upon dissolution of the Association, other than incident to a merger or consolidation, ~~its assets, both real and personal, shall be~~ dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE X

Indemnification

The Association shall, and does hereby, indemnify any

persons ("Indemnitees") for any and all liability arising from their official capacities or from any acts committed or failure to act by them in their official capacities as officers or directors of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of their duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit, proceeding is commenced during or subsequent to their tenure as officers or directors of the Association ("Actions").

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court costs in trial and appellate tribunals ("Expenses") as incurred by Indemnitees in any ~~actions. Notwithstanding anything to the contrary herein,~~ the Association will not indemnify indemnitees for any liability or expenses incurred for action which constitute gross negligence or will full misconduct, as such terms are used in Section 607.014(6) of the Florida Statutes. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemnitees are entitled including, without limitation, those rights conferred by the Florida Statutes of the Bylaws, Articles of Incorporation or any agreement executed by the Association. The indemnification provide for herein shall be subject to the provisions of Section 607-014(2) of the Florida Statutes.

ARTICLE XI

Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XII

Duration

The Association shall have perpetual existence.

ARTICLE XIII

Amendments

The Articles may be amended by resolution adopted by the

Developer and a seventy-five percent (75%) vote of the Class A members at a meeting called for the purpose of considering the amendment of these Articles, provided, however, that no amendment shall be effective to impair or dilute any rights or obligations of Members that are governed by the Declaration (as, for example, membership and voting rights) which are part of the property interests created thereby.

ARTICLE XIV

Subscribers

<u>Name</u>	<u>Address</u>
RAMON E. GRIGGS	850 East Lake Elbert Drive N.E. Winter Haven, Florida 33881

ARTICLE XV

Registered Office - Registered Agent

The registered office of the Association is 850 East Lake Elbert Drive N.E., Winter Haven, Florida 33881. The registered agent is RAMON E. GRIGGS, a resident of the State of Florida whose business office is identical with that of the registered office.

ARTICLE XVI

Temporary Restrictions

*ADDITIONAL
TEXT*

The following actions may not be taken, and shall be null and void if they are taken, without approval of the appropriate officials in the Department of Housing and Urban Development and Veterans Affairs: Annexation of additional properties, dedication of common area, or the amendment of the Articles of Incorporation, the Bylaws of the corporation, or the Declaration of Covenants, Conditions and Restrictions for ~~the~~ the Subdivision. This restriction on the power of the Association shall terminate upon the elimination of Class B membership in the corporation pursuant to Article V of this declaration. The express understanding and agreement of the directors of the corporation and of the corporation is that the Department of Housing and Urban Development and the Department of Veterans Affairs are intended third-party beneficiaries of this provision and that this provision may not be amended or revoked without the prior written consent of said departments.

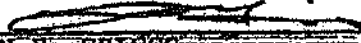
ARTICLE VII

Annexation

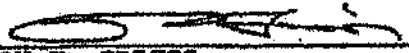
Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Articles, requires prior approval of HUD/VA as long as there is a Class B membership.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, I, the undersigned, constituting the subscribing incorporator of the Association, has executed these Articles of Incorporation this 4th day of May, 1990.

SUBSCRIBERS:


RAMON E. GRIGGS

I hereby accept designation hereunder as registered agent.


RAMON E. GRIGGS

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, RAMON E. GRIGGS, to me known to be the persons described in these Articles of Incorporation and he acknowledged before me that he executed the same as Subscriber.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of May, 1990.


NOTARY PUBLIC

(SEAL)

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires April 28, 1991
Bonded thru Agent's Notary Brokerage

Tangerine Trails Homeowners Association
P.O. Box 1044
Kathleen, Florida 33849

**AMENDMENT (# 1) TO
THE ARTICLES OF INCORPORATION FOR
TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC.
UNIT 2 & UNIT 3**

The following amendments to the Articles of Incorporation of the TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed May 15, 1990 with assigned Document # N38149 were duly adopted by the homeowners on October 3, 2006 to wit:

ARTICLE VI QUORUM

"The members holding a minimum of thirty (30%) of the voting interests allocated under Article V of these Articles, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than such percentage of votes are represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum."

ARTICLE XIII AMENDMENTS

"The Articles may be amended by resolution adopted by a vote of thirty percent (30%) of the total voting interests at a meeting called for the purpose of considering the amendment of these Articles, provided, however, that no amendment shall be effective to impair or dilute any rights or obligations of Members that are governed by the Declaration (as, for example, membership and voting rights) which are part of the property interests created thereby."

Executed this 3 day of October, 2006.

TANGERINE TRAILS HOMEOWNERS ASSOCIATION, Inc.

Witnessed by:

[Signature]
Thomas D. Pollock
(Notary Public)

By [Signature]
Donald L. Majors, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 5 day of October, 2006 by Donald L. Majors, as President of Tangerine Trails Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.

Identification presented:

W 262 R2351280
(Florida Driver's License)

[Signature]
(Notary Public)

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess, Esquire
CLAYTON & MCCULLOUGH
1955 Maitland Center Commons Boulevard
Maitland, Florida 32751

05/04/2017 09:33:12 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$2.50

The space above this line is reserved for recording purposes.

**CERTIFICATE OF AMENDMENT TO
THE ARTICLES OF INCORPORATION FOR
TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the ARTICLES OF INCORPORATION OF TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC., recorded in Official Records Book 18057, Page 327, of the Public Records of Polk County, Florida, as amended and supplemented (hereinafter "Articles"), hereby certify that the ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC., which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 17 day of April, 2017 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article XIII, and the section entitled VOTING CRITERIA, of the Articles, as amended, by at least 30% of the total voting interests and by the affirmative vote of at least a majority of the voting interests present, in person or by proxy. Proper notice was given for the Meeting pursuant to the Bylaws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Articles shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 8 day of April, 2017.

Signed, sealed and delivered
in the presence of:

[Signature]
(Sign - Witness 1)

JOSE G. TACCAZZA
(Print - Witness 1)

[Signature]
(Sign - Witness 2)

Ed Tolley
(Print - Witness 2)

TANGERINE TRAILS HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
(Sign)

GUY J. AMATO
(Print)

President, Tangerine Trails Homeowners
Association, Inc.

[Signature]
(Sign - Witness 1)

JOSE G. TACCAZZA
(Print - Witness 1)

[Signature]
(Sign - Witness 2)

Ed Tolley
(Print - Witness 2)

Attest: [Signature]
(Sign)

GRACE E. AMATO
(Print)

Secretary, Tangerine Trails Homeowners
Association, Inc.

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me this 8 day of April,
2017, by Guy J. Amato, as President, and Grace E. Amato
as Secretary, of TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC., a Florida not
for profit corporation, on behalf of the corporation, who are personally known to me or who have
produced Florida Driver License as identification.

NOTARY PUBLIC

[Signature] (Sign)
Charles L. Lantieri (Print)

State of Florida, At Large
My Commission Expires:

8/20/19



Charles L. Lantieri
Notary Public
State of Florida
MY COMMISSION # 242718
Expires August 20, 2019
Bonded through CNA Surety

Page 2 of 2

Stacy M. Butterfield POLK

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State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on April 24, 2017, to Articles of Incorporation for TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N38149.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-fifth day of April, 2017



CR2EC22 (1-11)

Ken Detzner
Ken Detzner
Secretary of State

Stacy M. Butterfield POLK

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ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of §617.1006, Fla. Stat., TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC. ("Association") adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: Amendment adopted:

Article(s) VI of the ARTICLES OF INCORPORATION OF TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC. ("Articles of Incorporation") is/are hereby amended as follows (additions are indicated by underlining; deletions are indicated by strike-outs; omitted and unaltered provisions are indicated by ellipses):

...
ARTICLE VI QUORUM

~~The members holding a minimum of thirty (30%) of the voting interests allocated under Article V of these Articles, represented in person or by proxy, shall constitute a quorum at a meeting of Members. Unless otherwise provided by these Articles of Incorporation, the Declaration, the Bylaws, or any other governing document of the Association, the presence in person or by proxy of any number (other than zero) of the Lot owners' total voting interests shall constitute a quorum for any meeting of the members (e.g., provided that at least one (1) duly qualified member of the Association in good standing shall be present, either in person or by proxy, at any duly noticed meeting of the members of the Association, a quorum shall be attained). If less than such percentage of votes are represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.~~

...
The following was added to Deed Restrictions, Bylaws and Articles of Incorporation (UNIT 2) per Amendment recorded 03/28/08, OR Book 7589, Page 1808:

VOTING CRITERIA: ~~The voting criteria for all matters coming before the membership of the Association as it pertains to the aforementioned Deed Restrictions, Bylaws, and Articles of Incorporation, and notwithstanding any contrary provision setting forth an incongruent voting threshold within any of the aforementioned organizational documents for any specific subject matter, including but not limited to subsequent amendments thereto, hereof shall be as authorized by Florida Statute 730.306(1)(c) in its present form. A quorum shall be 30 percent of~~

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Stacy M. Butterfield POLK

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the total voting interests. Decisions that require a vote of the members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.

The following was added to Deed Restrictions, Bylaws and Articles of Incorporation (UNIT 3) per Amendment recorded 03/28/08, OR Book 7589, Page 1810:

~~VOTING CRITERIA: The voting criteria for all matters coming before the membership of the Association as it pertains to the aforementioned Deed Restrictions, Bylaws, and Articles of Incorporation, and notwithstanding any contrary provision setting forth an incongruent voting threshold within any of the aforementioned organizational documents for any specific subject matter, including but not limited to subsequent amendments thereto, henceforth shall be as authorized by Florida Statute 720.306(1)(a) in its present form. A quorum shall be 30 percent of the total voting interests. Decisions that require a vote of the members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.~~

SECOND: The date of adoption of the Amendment was the 1st day of April, 2017.

THIRD: Adoption of Amendment:

The section entitled "VOTING CRITERIA" of the Articles of Incorporation, in effect prior to the adoption of the instant Amendment, provides that amendments to the Articles of Incorporation may be approved by the affirmative vote of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.

The members of the corporation were entitled to vote on the Amendment. The members of the Association duly adopted this Amendment in accordance with the above-stated provision. The number of votes cast for the Amendment was sufficient for approval.

Stacy M. Butterfield POLK

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THE ASSOCIATION has caused these presents to be executed in its name, this 8
day of April, 2017.

TANGERINE TRAILS HOMEOWNERS ASSOCIATION, INC.

By:

[Signature]
(Sign)
GUY J. AMATO
(Print)

President, Tangerine Trails Homeowners Association, Inc.

Attest:

[Signature]
(Sign)
GRACE E. AMATO
(Print)

Secretary, Tangerine Trails Homeowners Association, Inc.

STATE OF FLORIDA

COUNTY OF DALL

The foregoing was acknowledged before me this 8 day of April
2017, by Guy J. Amato as President, and
Grace Amato as Secretary, of Tangerine Trails Homeowners
Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is
personally known to me or who has produced Florida Drivers License as
identification.

NOTARY PUBLIC

[Signature]
(Sign)
Carol Lewandowski
(Print)



Carol Sue Lewandowski
State of Florida
MY COMMISSION # FF 242718
Expires August 26, 2019
Bonded through CNA Surety

State of Florida, At Large
My Commission Expires:

8/26/19

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